CPF

Fulfilling Lives

RFP FOR PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY

RFP NO. CPF/08/2025/ PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY

CLOSING DATE: 2nd December 2025 at 11.00am EAT.

Mandatory site visit- 26th NOVEMBER 2025 - Nyongoro Ranch Witu- from 11.30am to 2pm. Mandatory site visit- 26th November 2025-Nyongoro Ranch Witu- from 11.30am to 2pm.(Bidders who have never been to that site before, for those who have been there before kindly register with procurement through procurement@cpf.or.ke)

OCTOBER 2025

CPF House 7th Floor, Haile Selassie Avenue,
P.O Box 28938 - 00200 Nairobi

+254 111 114 000 +254 720 433 354

Nairobi | Mombasa | Kisumu | Eldoret | Meru | Nakuru | Garissa | Nyeri | Bungoma

ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID.

CONTENTS

1. SECTION I - LETTER OF INVITATION 4

2. SECTION II – INFORMATION TO CONSULTANTS (ITC) 6

Preliminary Evaluation Criteria (Mandatory Requirements) The tenderer Must:....15

3. SECTION III: - TECHNICAL PROPOSAL 19

(Must be filled by all applicants or Tenderers' who choose to participate in this tender) Name of Applicant (s).....
.....22

You are requested to give the particulars in Part1 and either Part 2 (a), 2(b) or 2(c), which ever appliesto your type of business. Part 2(d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposalat your cost. 22

Part 1 – General 22

Part 2 (a)–Sole Proprietor (if applicable) 22

Part2 (b)–Partnerships (if applicable) 22

Part2 (c)–Registered Company (If applicable).....22

Part 2(d)– Debarment 23

Part 2(e) – Bankruptcy/Insolvency/receivership. 23

Part2(g) – Conflict of Interest 23

Part2(h) – Interest in the Firm: 24

(Title) (Signature) (Date) 24

Part 2 (I or j)–Declaration.....24

4. SECTION IV: - FINANCIAL PROPOSAL 32

5. SECTION V -TERMS OF REFERENCE.....36

6. SECTION VI: FORM OF CONTRACT 40

1. SECTION I - LETTER OF INVITATION

1.1. CPF Financial Services Ltd, being the agents of County Pension Fund (hereinafter referred to as 'The Scheme') seeks to engage the services of a consultant to conduct a hydrological survey and give an opinion on the survey on proposed plantation in Lamu County.

1.2. A complete set of tender documents may be downloaded by interested candidates free of charge from www.cpf.or.ke.All bidders taking part in this tender must forward their particulars immediately for recording and any further clarifications and addenda to info@cpf.or.ke /procurement@cpf.or.ke (Company Name and Contact Details)

1.3. Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015, the Public Procurement and Disposal Regulations, 2020.

1.4. Interested firms may obtain further information on the tender document from.

Name of Procuring Entity: CPF Financial services
Physical address: Procurement office, mezzanine floor CPF House
Postal Address: P.O Box 28938-00200 Nairobi Kenya
info@cpf.or.ke /procurement@cpf.or.ke

1.5. Completed Tenders are to be enclosed in plain sealed envelopes (separated as technical proposal and financial proposal), marked with the tender reference number and name, and be deposited at CPF House, Procurement office, mezzanine floor addressed to:

The Group Managing Director

CPF Financial Services Ltd

CPF House, 7th Floor.

Haile Selassie Avenue

P. O. Box 28938, 00200

Nairobi Kenya

To be received on or before 2nd December 2025 at 11.00am

1.6. Tenders will be opened promptly thereafter and Government (MOH) directive regarding Covid-19 shall be observed.

1.7. All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.

1.8. Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

1.9. You are informed that it is not permissible to transfer this invitation to any other Consultant. A consultant will be selected under Quality and Cost Based Selection Method (QCBS) described in this RFP, in accordance with the policies established in the Public Procurement and Asset Disposal Act [PPDA] 2015.

1.10. The Scheme reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

2. SECTION II – INFORMATION TO CONSULTANTS (ITC)

General Provisions - Definitions

i. "Client" means the CPF Financial Services Ltd

ii. "Consultant" means the firm that has signed the contract with CPF Financial Services Ltd

iii. " Contract" means a legally binding written agreement signed between CPF Financial services and the Consultant and includes all the attached documents listed in Conditions of Contract.

iv. "Personnel" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services underthis Contract and whose CV is taken into account in the short listing the Consultant's invited to submit proposals.

v. "Non-Key Personnel" means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

vi. "Proposal" means the Technical and Financial Proposal of the Consultant.

vii. "Services" means the work to be performed by the Consultant pursuant to the Contract.

viii. "TORs" means the "Terms of Reference" that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of CPF Financial services and the Consultant, and expected results and deliverables of the assignment.

2.1 Introduction

2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.

2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix.

2.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Consultants are encouraged to liaise with Scheme regarding any information that they may require before submitting a proposal.

2.1.4 Scheme will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that:

i. the costs of preparing the proposal and of negotiating the Contract are not reimbursable as a direct cost of the assignment; and
ii. Scheme is not bound to accept any of the proposals submitted.

2.1.6 Scheme's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The procuring entity shall allow the tenderer to download the RFP document free of charge.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to Scheme's address indicated in the Appendix "ITC". Scheme will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, Scheme may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited Consultants and will be binding on them. Scheme may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or sub- consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment.

Firms associated in contravention of this requirement shall automatically be disqualified. In all cases the shortlisted firm must ensure that proposed key staff do not appear on the proposal of any other shortlisted firm. Firms with proposed key staff in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however, be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in the RFP to Information to Consultants, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms.

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate, *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount, consultation farm's acreage and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of servicesand facilities to be provided by Scheme.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to eachstaff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the Authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the period stated in the techvaluation criteria.

(vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams

showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, Staffing and Monitoring of training.

(viii) Any additional information requested.

2.3.5 The Technical Proposals shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the sub-Consultants and their personnel.

2.4.3 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.4 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Scheme will make his best effort to complete negotiations within this period. If t h e Scheme wishes to extend the validity period of the proposals, the Consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original Technical Proposal and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialized by the person or person authorized to sign the proposals.

2.5.2 For each proposal, the Consultants shall prepare the number of copies indicated in Appendix "ITC". Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The Tenderer is required to serialize all pages for each bid submitted.

2.5.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and is clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."

2.5.5 The completed Technical and Financial Proposals must be delivered at The Submission address on or before the time and date stated in the "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of Scheme department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact Scheme on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence scheme in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of

Reference, applying the evaluation criteria as indicated in the Appendix to Information to consultants. Each responsive proposal will be given a technical score (St). Actual score points are provided in the Appendix "ITC". A proposal shall be rejected at this stage if it does not respond to important aspects of the \ Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, Scheme shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non - responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. Scheme shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those Consultants who choose to attend. The opening date of the financial proposal shall be after completing technical evaluation. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail to invite the bidder for opening ceremony.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name ofthe consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. Scheme shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has cost all the itemsof the corresponding Technical Proposal l and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal.In all cases, the total price of the financial proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship should be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 This shall be based on Quality and Cost Based Selection Method (QCBS).

2.8.6 The tender evaluation committee shall evaluate the tender within 21 days from thedate of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.8.9 Price variation requests shall be processed by scheme within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to CPF Financial Services Ltd" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Scheme and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff -months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from Scheme to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no fees breakdown).

2.9.4 Having selected the form on the basis of, among other things, an evaluation of proposed key professional staff, Scheme expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, Scheme will require assurances that the experts will be available. Scheme will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations Scheme and the selected firm will initial the agreed Contract. If negotiations fail, Scheme will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 Scheme shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, Scheme will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified as per contract.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The Scheme may at any time terminate procurement proceedings prior to notification of tender award and shall not be liable to any person for the termination.

2.10.5 Scheme shall give notice of the termination to all persons who submitted tenders of the termination within fourteen days of termination, and such notice shall containthe reason for termination.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment, and facilitiesto provide what is being procured.
(b) Legal capacity to enter into a contract for procurement.
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The Scheme requires that the Consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he/she has not and will not be involved in corrupt or fraudulent practices.

2.12.2 Scheme will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the Appendix herein shall prevail over those of the information to consultants.

Clause Reference

a) The name of client is: **CPF Financial Services Ltd**

b) Selection Method: **Quality and Cost Based Selection Method (QCBS**

c) Technical and Financial Proposals are requested: **Yes.**

d) The name, objectives, and description of the assignment are **RFP for provision of hydrological survey on proposed plantation in Lamu County.**

e) All enquiries regarding the RFP and the assignment can be made to: The name(s), address (es) and telephone numbers of Scheme's official(s) are:

Name of Procuring Entity: **CPF Financial services LTD**
Physical address: **Procurement office, mezzanine floor CPF House**
Postal Address: **P.O Box 28938-00200 Nairobi Kenya**
info@cpf.or.ke /procurement@cpf.or.ke

f) Price Charged for RFP Document: **Free of Charge.**

g) Consultants may request a clarification of any of the RFP documents only if up to third of publication period remains to the submission date.

h) The estimated number of professional staff months required for the assignment is n/a

i) Reimbursable expenses costs **Not Applicable**

j) Taxes: **All applicable taxes to be included in the Financial Proposals.**

k) Consultants must submit an original and an additional one (1) copy of the technical proposal. Consultants must submit an original and additional one (1) copy of the financial proposal.

l) The proposal submission address is: **CPF House, Procurement office, mezzanine floor.**

m) Information on the outer envelope should also include:

The Group Managing Director
CPF Financial Services Ltd
CPF House, 7th Floor.
Haile Selassie Avenue
P. O. Box 28938, 00200
Nairobi, Kenya

and the information: RFP FOR PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."

n) Proposals must be submitted no later than 2nd December 2025 at 11.00 am EAT.

o) The address to seek any information is:

CPF Financial services
Procurement office, mezzanine floor CPF House
P.O Box 28938-00200 Nairobi Kenya
info@cpf.or.ke /procurement@cpf.or.ke

p) The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference and Mandatory Requirements of the RFP, applying the evaluation criteria as follows.

Preliminary Evaluation Criteria (Mandatory Requirements) The tenderer Must:

MR 1	The technical proposal must be prepared separately from the financial proposal and clearly named financial proposal.
MR 2	Copy Certificate of Incorporation or equivalent for international bidders
MR 3	CR 12, (not older than six months from the tender opening date) or equivalent for international bidders.
MR 4	Valid copy of KRA Pin Certificate and Tax Compliance Certificate.
MR 5	Anti – corruption declaration - (in the format provided in the tender document)
MR 6	Business questionnaire - (in the format provided in the tender document)
MR 7	Proof of physical address (attach lease agreement or utility bill)
MR 8	Audited Accounts for the past three years. (2022,23,24)
MR.9	The lead consultant must be a registered mechanical engineer or Hydrologist (attach the registration certificate or equivalent with ERB).

Note:

Only bidders who meet above requirements will proceed to technical evaluation.

B) Technical Evaluation Criteria (Pass mark 70 out of 100)

S/No.	Evaluation Criteria	Max Score	Score Awarded
1.	**Experience – 30 marks.** i. Attach four (4) similar projects in the last ten (10) years (Attach the LPO, appointment letters or Contracts) (3marks for each project) **(12 marks**) ii. Attach four (4) Letters of Recommendation for borehole drilling mechanical works from different clients (2 marks for each letter) **(8Marks**) ii. Number of years firm has been in existence –attach detailed company profile (Each year of experience 1 mark) To a maximum of years (**8 Marks)** iv) Provide Authority to CPF to confirm details above. Attach a letter giving authority to CPF to conduct due diligence) **2Mrks**	**(i) 12 Marks** **(ii) 8Marks** **(ii) 8 Marks** **(iii) 2 Marks**	
2.	**Quality of Management & Personnel of the firm. -20 Marks** Attach CVs of key staff with relevant qualifications who will be involved in this assignment. • Lead Consultant- Proven technical a n d field experience of Lead/proposed Consultant with a degree in geology, hydrology, engineering geology, physical, or earth science, or in any related field and having good experience of working in this sector. • Above 10 years' experience…… **(10 marks)** • 5-10 years' experience…… **(5 marks**) • Below 5 years' experience……**(3 marks**). Attach CV, copies of academic and professional registration certificate. Two additional consultants with degrees in Hydrology, Hydrogeology, Physical, Erath or Environmental Science, Civil Engineering, or relevant field. a) Five years and above experience…**5 Marks each**	**(i) 10 Marks** **(ii) 10 Marks**	

	b) Less than Five years……**3 Marks each**.		
3.	**Provide a detailed and comprehensive work plan and methodology– 30 Marks.** (i) Methodology of undertaking the review of the situation. – **5 marks** (ii) The milestones in the execution process for the scope of works – **5 marks** (iii) Measures to be put in place to mitigate disruptions to the residents during the implementation of the project. **– 5 marks** (iv) Comment on relevant tests needed to comply with the statutory requirements. – **2 marks** (v) Detailed work schedule, Completion period indicated – **3 marks**	**(i) 30 Marks**	
4.	**PHASE 3 – Additional Technical Requirements – 5 Marks** i) Proposed improvement of the Terms of Reference ii) Readiness to offer post submission support. Describe your firm's willingness and ability to offer support after the submission of the final report should the client require the same. Highlight clearly the support that will be offered and provide proof of past post research support.	**(i) 1 Mark** **(ii) 4 Marks**	
5.	**PHASE 4 – 15Mrks** Oral Presentations and proposed Platform Demonstration, Proposers who will have met the mandatory requirements will be required to make oral presentations and proposed platform demonstration of how they intend to execute the assignment and provide details of the team composition for the task. Information from the oral presentation will also be used as part of the Technical Evaluation process. CPF reserves the right to incorporate elements from oral presentations in the final Contract. The **presentation should specifically speak to each of the TOR items.**	**15 Marks**	
Total Score for Technical Proposal = 100 Marks			

NOTE.

The financial envelope will be opened after technical evaluation for the firms that attain the technical pass mark of **70 marks**.

Financials should be included.

1. Completed, signed and stamped form of tender (financial proposal 4.1)

2. Financial breakdown – fully filled, signed, and stamped. (Financial breakdown 4.2)

(All in the format provided in the tender document)

3. SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3 TECHNICAL PROPOSAL FORMS

3.1 The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all technical submissions as required and the technical proposal forms provided.

3.2 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.

3.3 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.4 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

TECHNICAL PROPOSAL SUBMISSION FORM

Date……

To:

The Group Managing Director

CPF Financial Services Ltd

CPF House, 7th Floor.

Haile Selassie Avenue

P. O. Box 28938, 00200

Nairobi, Kenya

Dear Sir/Madam,

TECHNICAL PROPOSAL FOR PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY.

We, the undersigned, offer to provide consulting services for the above-mentioned in accordance with your request for proposals dated *[insert date]*. We are hereby submitting our Technical Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal.

We hereby declare that.

a) All the information and statements made in this Technical Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by Scheme.

b) Our Proposal shall be valid and remain binding upon us for the period of 120 days from the date of tender/proposal opening.

c) We have no conflict of interest.

d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of Kenya.

e) We undertake to negotiate a Contract based on the technical proposal to carry out the assignment.

f) We accept that there will be no substitution of key personnel for reasons which may lead to the termination of Contract negotiations and even the contract itself.

g) Our Proposal is binding upon us, and it is subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the negotiated contract. We understand that Scheme is not bound to accept any Proposal that it receives.

We remain, Yours

Sincerely, Authorized

Signature Name of

Consultant Address

Contact Phone

Contact e-mail address):

Stamp or Seal

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender) Name of Applicant (s).....

You are requested to give the particulars in Part1 and either Part 2 (a), 2(b) or 2(c), which ever applies to your type of business. Part 2(d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name .....

Certificate of Incorporation /Registration No.....

Location of Business premises: Country.....Physical address.....

Town..... Building.....

Floor.....Plot No.....

Street/Road.....Postal Address .....

Postal/Country Code..... Telephone No's.....

Fax No's.....E-mail address.....

Website.....

Contact Person (*Full Names)* .....

Direct/Mobile No's.....Title.....

Power of Attorney (Yes/No) If yes, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc.)* .....

Part 2 (a)–Sole Proprietor (if applicable)

Full names.....

Nationality.....Country of Origin.....

Company Profile ..... (*Attach brochures or annual reports in case of public company)*

Part2 (b)–Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1. .....
2. .....

Company Profile.....(*Attach brochures)*

Part2 (c)–Registered Company (If applicable)

Private or public.....

Company Profile.....(*Attach brochures or annual reports in case of public companies)*

State the nominal and issued capital of the Company

Nominal KShs.....

Issued KShs……

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of allDirectors as follows:-

Full Names Nationality Citizenship Details Shares

1.

Part 2(d)– Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by any public or private institutions.

Full Names……

Signature……

Dated this……day……of…2025.

In the capacity of……

Duly authorized to sign Tender for and on behalf of……

Part 2(e) – Bankruptcy/Insolvency/receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities inKenya and neither are we under receivership:

Full Name……

Signature……

……

Dated this……day of... ..... 2025.

In the capacity of……

Duly authorized to sign Tender for and on behalf of……

Part 2(f) –Criminal Offence

I/We, (Name(s)of Director(s)):- ……

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter in to a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed…… ….

For and on behalf of M/s.....

In the capacity of……

Dated this……day of .....2025.

Suppliers'/Company's Official Rubber Stamp……

Part2(g) – Conflict of Interest

I/We, the undersigned state that I /We have no conflict of interest in relation to this procurement:

a)……

For and on behalf of M/s ……

In the capacity of……

Dated this ……day of 2025

Suppliers'/Company's Official Rubber Stamp……

Part2(h) – Interest in the Firm:

Is there any person/persons in Scheme or any other public institution who has interest in the Firm? Yes/No

(Delete as necessary) Institution……

(Title) *(Signature)* *(Date)*

Part2(I)– Experience:

Please list here below similar projects accomplished or companies/clients you have supplied with similaritems or materials in the last 5years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							

Part 2 (I or j)–Declaration

I/We, the undersigned state and declare that the above information is correct and that I/We give authority to seek any other references concerning my/our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names……

Signature……

For and on behalf of M/s……

In the capacity of……

Dated this ..... day of 2025.

Suppliers'/Company's

Official Rubber Stamp……

MANDATORY ANTI-CORRUPTION DECLARATION

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project.
We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this_____ day of_____ 2025.

(Name of company)

(Signature(s)

RECOMMENDATION LETTERS

(To be completed on Recommender's

Letterhead)

Our Ref:

Date.

Address

The Group Managing Director
CPF Financial Services Ltd
CPF House, 7th Floor.
Haile Selassie Avenue
P. O. Box 28938, 00200
Nairobi, Kenya

RECOMMENDATION LETTER

This is to confirm that_____has offered consultancy services for our farm and weconfirm the details as outlined below:

Assignment name:	Country:
Location within Country	Professional S t a f f Provided by the consultant
Recommend contact person for the assignment: (telephone no. and email address)	
Address	Duration of Assignment
Start Date: Completion date:	Approx. value of services/
Total Plantation Size:	
Name of Associated consultants:	
Detailed description of Actual Services Provided:	

We are satisfied with the Consultant's performance, and they met our expectations in regard to the assignment.

We would not hesitate to recommend__as a reliable and professional c o n s u l t a n c y company. You may reach us on the given addresses to confirm the details provided.

Yours faithfully,

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY SCHEME.

Provide and justify here any modifications or improvements to the Terms of Reference to improve performance in carrying out the assignment, such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point and incorporated in your Proposal. Also provide comments on counterpart staff and facilities to be provided by Scheme to improve performance in carrying out the assignment. Scheme shall not be bound to any comments or suggestions provided.

On the Terms of reference:

1.
2.
3.
4.
5.

<u>On the data, services and facilities to be provided by Scheme:</u>

1.
2.
3.
4.
5.

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Provide a section on Approach, Methodology and Work plan for performing the assignment that should include:

(a) Technical Approach and Methodology,
(b) Work Plan, and
(c) Organization and Staffing,

(a) Technical Approach and Methodology. In this chapter the Consultant should explain his/her understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance and explain the technical approach the Consultant would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan. In this chapter the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Scheme), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the "ACTIVITY (WORK) SCHEDULE FORM" on Paragraph 6 below.

(c) Organization and Staffing. In this chapter the Consultant should propose the structure and composition of the Consultant's team. The Consultant should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Consultant's team, the Consultants shall summarize it on the Staffing Form below.

TEAM COMPOSITION AND TASK ASSIGNMENTS STAFFING FORM

	Name of Key Personnel	Position	Tasks	Time required for assignment
1		Team Leader		
2		Assistant Consultant		
3		Assistant Consultant		
4				
5				
	Name of Non-Key Personnel			
1				
2				
3				
4				
5				
6				

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

The Consultant shall provide a signed CV of each of the Key Personnel, this must detail the number of years, the assignments handled, qualifications both professional and academic and skills.

ACTIVITY TIME SCHEDULE FOR THE ASSIGNMENT

The Consultant will prepare an activity schedule that will take care of all phases of the assignment, i.e. document review, field work and assembling of information and writing the reports. The Consultant will organize work Teams and timetable to complete this field work, including all associated travel/field costs. To this end, the Consultant will prepare an activity that would closely follow (but not necessarily be same as) the "Activity (Work) Schedule Format". The Consultant should derive these activities from the TOR, e.g. sampled contracts, Inception Report, field work, monthly reports, draft report, final report, etc. in sufficient detail.

4. SECTION IV: - FINANCIAL PROPOSAL

The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all financial submissions as required herein and in the financial proposal forms provided.

FINANCIAL PROPOSAL SUBMISSION FORM

Date
TO:

The Group Managing Director
CPF Financial Services Ltd
CPF House, 7th Floor.
Haile Selassie Avenue
P. O. Box 28938, 00200
Nairobi, Kenya

Dear
Sir/Madam,

FINANCIAL PROPOSAL FOR PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY

a) We, the undersigned, offer to provide consulting services for REQUEST FOR PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY in accordance with your request for proposals dated *[insert date]* and our Technical Proposal. We are hereby submitting our Financial Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal. Our attached Financial Proposal is in **Kshs** (*In words*) **Kshs**. (***I**n figures*) This amount is inclusive of all taxes levied in Kenya or in other countries, which shall be identified during negotiations and shall be added to the contract price.

(b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. Proposals must remain valid for **120 days after the submission date** as indicated in the instructions to consultants.

(c) No commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are allowed in our price proposal.

(d) We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,
Authorized Signature———————————————————————

Name of Consultant ———————————————————————

Address———————————————————————

Contact phone———————————————————————

Contact e-mail address)———————————————————————————

STAMP OR SEAL ———————————————————————————

BREAKDOWN OF CONTRACT PRICE

(All costs shall be inclusive of all taxes, insurances, overheads, and profit).

No.	Financial breakdown	Amount in Kshs inclusive of applicable taxes
i.		
ii.		

Signed ..... (Consultant)

Date .....

Stamp/Seal .....

5. SECTION V -TERMS OF REFERENCE

TERMS OF REFERENCE FOR PROVISION OF HYDROLOGICAL SURVEY ON PROPOSED PLANTATION IN LAMU COUNTY.

TERMS OF REFERENCE

1.0 Background

A large-scale plantation is proposed for development in Lamu County, Kenya. The project aims to establish a commercial-scale plantation, including associated infrastructure such as processing facilities, staff housing, and a road network. To ensure the project's sustainability and compliance with national environmental regulations, particularly the Environmental Management and Coordination Act (EMCA) Cap 387, a comprehensive Environmental and Social Impact Assessment (ESIA) is required. A critical component of this assessment is a detailed hydrological survey to understand the water resources within the project area and the potential impacts of the plantation on these resources.

2.0 Objective

The main objective of this assignment is to conduct a comprehensive hydrological and hydrogeological survey of the proposed plantation site in Lamu County. The survey will assess the availability, quality, and sustainability of water resources for the project, as well as the potential impacts of the plantation's water usage on the local environment and community.

3.0 Scope of Work

The Hydrological Surveyor will be responsible for the following tasks:

1. **Desk Study and Data Review**
   a) Review all existing data, including topographical maps, satellite imagery, geological reports, and meteorological data for Lamu County.
   b) Gather and analyze existing records of boreholes, surface water bodies (rivers, lakes, wetlands), and water resource trends in the project area.
   c) Examine any previous hydrogeological or environmental studies conducted in the region.

2. **Field Investigation and Data Collection**

a) Conduct a detailed reconnaissance survey of the project area to identify and map all surface water features, including rivers, streams, and wetlands.
b) Identify and inventory all existing water sources, such as boreholes, shallow wells, and hand pumps, noting their GPS coordinates, water levels, condition, usage, and performance.
c) Carry out a geophysical survey, including resistivity profiling and vertical electrical soundings, to identify potential groundwater aquifers.
d) Conduct pumping tests on a selected number of existing boreholes to determine aquifer properties such as transmissivity and storability, and to estimate sustainable yield.
e) Collect water samples from a representative selection of both surface water and groundwater sources for laboratory analysis.

3. Water Quality Analysis

a) Perform comprehensive physical, chemical, and biological water quality tests on collected samples.
b) The analysis must adhere to the World Health Organization (WHO) and National Environment Management Authority (NEMA) guidelines and standards for water quality.
c) Test for key parameters, including pH, conductivity, dissolved oxygen, turbidity, total suspended solids, chemical oxygen demand (COD), and any other relevant indicators of pollution.
d) Analyze for heavy metals and pesticides, considering the agricultural nature of the project.

4. Hydrological and Hydrogeological Assessment

a) Estimate the water demand for the proposed plantation, including nursery operations, irrigation, processing, and domestic use.
b) Conduct a water balance study for the project area, considering rainfall, evapotranspiration, surface runoff, and groundwater recharge.
c) Assess the potential impacts of the plantation on both surface water and groundwater resources. This should include an evaluation of changes in water table levels, surface water flow regimes, and the risk of contamination from agricultural inputs (fertilizers and pesticides).
d) Evaluate the sustainability of the identified water sources to meet the project's long-term water needs.
e) Give their recommendation on the best mix of the various water sources for the various plantation areas and growth phases.

5. Reporting

a) Prepare a comprehensive hydrological and hydrogeological survey report. The report should include an executive summary, methodology, detailed findings, data analysis, and a clear presentation of all results.
b) The report must include a conclusion on the adequacy of water resources for the project and a discussion of potential environmental impacts.
c) Provide specific recommendations for sustainable water management and mitigation measures to minimize negative impacts on the environment and local communities. This may include recommendations for borehole locations, water conservation strategies, and a water monitoring plan.
d) The report should also include an annex with all raw data, laboratory results, maps, and figures.

4.0 Deliverables

The Hydrological Surveyor is expected to provide the following deliverables:

a) A brief inception report outlining the proposed work plan, methodology, and a schedule for the assignment.
b) A preliminary report for review and comments by the client and relevant stakeholders.
c) The final, comprehensive report incorporating all feedback and recommendations. The report shall be submitted in both hard copy (3 copies) and soft copy (PDF format).

5.0 Required Qualifications and Expertise

The consultant or firm undertaking this assignment must demonstrate the following qualifications:

- A degree in a relevant field such as Hydrology, Hydrogeology, Environmental Science, or Civil Engineering.
- Registration with a relevant professional body in Kenya.
- A minimum of 5 years of professional experience in conducting hydrological and hydrogeological surveys, preferably on large-scale agricultural projects in Kenya.
- Proven experience with geophysical survey techniques (e.g., Vertical Electrical Sounding) and pumping tests.
- Knowledge of Kenya's environmental legislation, specifically the Environmental Management and Coordination Act (EMCA) Cap 387 and its regulations.
- Excellent report writing and communication skills.
- Access to the necessary equipment and software for data collection, analysis, and mapping (e.g., GPS, geophysical survey equipment, GIS software).

6.0 Evaluation Criteria

Submissions from prospective consultants/firms will be evaluated based on the following criteria:

Technical Proposal	
Methodology and Work Plan • Clarity and coherence of the proposed methodology for conducting the hydrological survey. • Appropriateness of the proposed equipment and techniques (e.g., geophysical methods, sampling protocols). • A realistic and logical work plan with a clear timeline for each task. • Demonstration of a clear understanding of the project's objectives and the specific challenges of the Lamu County environment.	
Firm/Consultant's Experience • Relevant experience in conducting similar hydrological and hydrogeological surveys, particularly for large-scale agricultural projects. • Evidence of successful completion of past assignments (e.g., references, project summaries). • Experience working in the coastal region of Kenya is an added advantage.	
Key Personnel Qualifications • Qualifications and professional registration of the lead surveyor and supporting team members. • Demonstrated expertise in the specific tasks outlined in the scope of work. • Evidence of access to the required specialized equipment and software.	
Oral Presentation	
Financial Proposal	
Reasonableness and Competitiveness of the Budget • The proposed budget should be itemized and realistic, covering all aspects of the scope of work. • The cost of field work, laboratory analysis, equipment, and professional fees should be clearly detailed. • The financial proposal will be evaluated for its overall value for money.	

7.0 Reporting and Timeline

The Hydrological Surveyor will report to the Project Manager or the lead ESIA consultant. The assignment is expected to be completed within a timeframe to be mutually agreed upon but ideally aligned with the overall ESIA schedule. A clear work plan with defined milestones will be established at the beginning of the engagement.

6. SECTION VI: FORM OF CONTRACT

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this……day of……25…. BETWEEN CPF Financial Services Ltd, a retirement benefits fund licensed by Retirement Benefits Authority situated at CPF House, 7th Floor Along Haile Selassie Avenue P.O. Box 28938-00200, Nairobi, Kenya aforesaid *(hereinafter referred to as the "Scheme")* of the one part,

AND

……a duly registered entity according to the laws of .and of

Post Office Box Number……. in the Republic aforesaid, *(hereinafter referred to as the*

"*Consultant*" of the other part;

WHEREAS Scheme invited tenders for certain services, that is to say, for Consultancy Services under Tender Number…….

AND WHEREAS Scheme has accepted the Tender by the Consultant for the services in the sum of Kshs……. VAT Inclusive say……(*hereinafter called "the Contract Price"*) as outlined in the notification of award letter referred to in clause 5(g).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.

2. Unless the context or express provision otherwise requires:
   a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and anyrule, regulation or order made thereunder.

c) words importing the masculine gender only, including the feminine gender or (as the case may be) the neutral gender.

d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "*Consultant*" the covenants, agreements obligations expressed to be made or performed by the Consultant shall be deemed to be made or performed by such persons jointly and severally.

e) where there are two or more persons included in the expression the "*Consultant*" *any* act default or omission by the Consultant shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by Scheme to the Consultant as hereinbefore mentioned, the Consultant hereby covenants with Scheme to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. Scheme hereby covenants to pay the Consultant in consideration of the proper performance and provision of the services and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The following documents shall constitute the Contract between Scheme and the Consultant, and each shall be read and construed as an integral part of the Contract: -

    (a) this Contract Agreement
    (b) the Special Conditions of Contract as per the Tender Document c. the General Conditions of Contract as per theTender Document
    (c) the Price Schedules/ Financial Proposal submitted by the Consultant and agreedupon with Scheme.
    (d) the Terms of Reference as per Scheme's Tender Document
    (e) the Consultant's obligations t Scheme
    (f) Scheme Notification of Award dated ……
    (g) the technical submission form
    (h) Proposed work plan and schedule of activities

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -

a) Execution of this Contract Agreement by Scheme and the Consultant.

b) Issuance of the Performance Bond by the Consultant and confirmation of its authenticity by Scheme.

c) Issuance of the Official Order by Scheme to the Consultant.

The period of contract validity shall begin from the Commencement date and end sixty.