
REQUEST FOR PROPOSALS
FOR TRANSACTION ADVISORY SUPPORT FOR THE SABAKI WATER CARRIER PROJECT

07 OCTOBER 2025

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1. Introduction and Background

The Government of Kenya (“GOK”) represented by the National Treasury, has an existing Memorandum of Understanding with the Private Infrastructure Development Group (“PIDG”) for the provision of technical assistance to the Public Private Partnerships Directorate (“PPPD”). As part of the technical assistance, the United Kingdom’s Foreign, Commonwealth and Development Office (“FCDO”) and PIDG committed grant funding for early-stage project preparation costs to support the PPPD in developing a pipeline of market ready PPP projects which can attract private investment. The grant supports the following activities under the PPPD technical assistance programme:

- i. feasibility studies, marketing activities and market studies, business case preparation and project structuring as PPPs;
- ii. embedding of technical advisors within the PPPD including environmental and social specialists, legal advisors and transaction advisors in specific sectors including water and sanitation, solid waste management, students’ accommodation, special economic zones, roads, bridges and port infrastructure, energy and health infrastructure; and
- iii. assisting the PPPD in assessing the need for viability gap funding (“VGF”) requirements for a Project, including financial model reviews and optimizing financial structuring of Projects to minimize the viability gap funding impact on public finances.

To scale up support to the PPPD and select County Governments, PIDG has partnered with World Bank’s Public-Private Infrastructure Advisory Facility (“PPIAF”) to develop climate-resilient infrastructure and financing solutions for Kenyan counties. The PIDG-PPIAF partnership aims to close infrastructure financing gaps, enhance resilience to climate shocks, and catalyse inclusive, market-driven infrastructure development aligned with Kenya’s Vision 2030, National Climate Change Action Plan, and Nationally Determined Contribution commitments. This collaboration combines upstream technical assistance such as legal and regulatory reforms, project pipeline development, and capacity building with targeted transaction stage support including risk mitigation, financial structuring, and transaction advisory services to help pilot and structure climate-resilient PPP projects at the county level.

2. About PIDG

PIDG is an innovative infrastructure project development and finance organization that mobilizes private investment in sustainable and inclusive infrastructure in Africa and south and south-east Asia. PIDG is funded by six governments (the UK, the Netherlands, Switzerland, Australia, Sweden, and Canada). PIDG works with public and private partners to bridge financing gaps, directing capital and expertise into projects that promote climate resilience and sustainable growth.). Since 2002, PIDG has committed \$5.6b, bringing 258 infrastructure projects to financial close, which has mobilised \$29.8b from the private sector and \$47.2b overall. Projects supported by PIDG provide an estimated 232 million people with access to new or improved infrastructure. The PIDG Group, through its Technical Assistance team, manages the implementation of upstream activities supported under the PPPD technical assistance programme working throughout the project lifecycle to reduce financial risk, transform markets, and build local capacity. For more details on PIDG please refer to the PIDG website: www.pidg.org.

3. About PPIAF

PPIAF helps developing-country governments strengthen policies, regulations, and institutions that enable sustainable infrastructure with private-sector participation. As part of these efforts, PPIAF promotes knowledge-transfer by capturing lessons while funding research and tools available on its knowledge platform – the Global Infrastructure Hub; builds capacity to scale infrastructure delivery; and assists sub-national entities in accessing financing without sovereign guarantees. Supported by donors and administered by the World Bank, PPIAF’s work helps generate hundreds of millions in infrastructure investment. For more details on PPIAF please refer to the PPIAF website: www.ppiaf.org.

4. About the PPPD

PPPD operates under the ambit of the Kenya Public Private Partnerships Act, 2021. Administratively, the Directorate falls under the National Treasury, State Department for Public Investments and Assets.

The PPPD helps government agencies (Contracting Authorities) in Kenya get Public Private Partnership (PPP) projects done. The PPPD is mandated under the PPP Act, to support and advise on technical, legal, and financial requirements in originating, structuring, and prioritization of PPP projects within the public budget framework. The PPPD works with contracting authorities to identifying viable projects, through to appraisal, contracting and implementation, providing support at every step of the project development journey to deliver real and sustainable investments.

5. Project Background

5.1. Water and sanitation PPPs in Kenya

Access to adequate Water, Sanitation, and Hygiene (WASH) is a fundamental human right, as affirmed by the United Nations General Assembly and underscored by Sustainable Development Goal 6, focused on Clean water and sanitation for all and progressing SDGs related to climate, energy, urban development, environment, food security, poverty alleviation, gender equality, and health. Reports indicate that Africa needs to invest between USD 55 billion and USD 66 billion annually to address the infrastructure gap in access to safe water. Significant investment in infrastructure is essential to close the existing investment gaps in water and sanitation services, through public funding and partnerships with the private sector.

Recognizing the significant investment required to achieve universal access to water, sanitation, and hygiene (WASH), the Kenyan Government launched the National Water and Sanitation Investment Plan (NAWASIP) to achieve universal access to WASH by the year 2030, aligning with the Sustainable Development Goals.

As per NAWASIP, Kenya has an annual financing deficit of KES 82 billion for the period 2023 – 2030 to achieve 100% access to safe water, safe sanitation and 40% sewerage coverage. Additionally, to develop 100,000 acres under irrigation annually between 2024 and 2030, the annual financing deficit is KES 24 billion¹.

The Government of Kenya is keen to bridge this financing gap through innovative financing mechanisms for water resource and sanitation management, generating employment and meeting climate and disaster risk resilience, such as Public-private partnerships (PPPs), Blended finance, Results-based financing and Climate finance instruments. The recently amended Water Act of 2024 paves the way for Public-Private Partnerships (PPPs) in water service delivery.

The models of private sector investment in infrastructure in the Kenyan market range from Engineering, Procurement and Construction (EPC), Build Own Transfer (BOT), Design Build Finance Operate Transfer (DBFOT), hybrid-annuity models and performance-based output service contracts for operations and maintenance.

The Public Private Partnerships Directorate is mandated by the Public Private Partnerships (PPP) Act, 2021, Chapter 430 of the Laws of Kenya, to lead institutions in implementing PPPs through inter alia, overseeing project appraisal and development activities of contracting authorities, and guiding and advising contracting authorities in project structuring and negotiations.

5.2. Sabaki Water Carrier Project Description (the “SWC Project”)

The State Department of Water and Sanitation received a Privately Initiated Proposal, for the Sabaki Water Carrier Project (the “PIP”).

The PIP’s proponents are Utility Partners One LLP (main sponsor), in consortium with Climate Fund Managers and Nafasi Water (the “**Project Proponents**”).

¹ Source: NAWASIP 2023 -2030

The Project Proponents propose a solution to address limited water connection and distribution challenges faced by many Water Service Providers (WSPs) in the coastal region, specifically by addressing last-mile distribution to consumers.

The objective of the SWC Project is to abstract 80,000m³/day from Baricho wells field for distribution via a 165km pipeline to parts of Malindi, Mombasa and Kilifi Counties and treatment of up to 33,000m³/day of wastewater.

The project scope includes:

- (i). the design, financing, construction, operation and maintenance of water abstraction, treatment, storage, distribution and sale infrastructure. This component will entail:
 - the development of 12 wells at Baricho to abstract 80,000m³/per day;
 - construction of approximately 165km of distribution pipelines to parts of Malindi, Mombasa and Kilifi Counties;
 - bulk water storage facilities and reservoirs;
 - approximately 340km of last mile distribution pipelines, connections and sale to users in Malindi, Mombasa and Kilifi Counties;
- (ii). the design, financing, construction, operation and maintenance wastewater collection and treatment of up to 33,000m³/day with new sewer infrastructure in Mombasa and Kilifi.
- (iii). construction, operation and maintenance of a 7 MW captive power plant.

Potable water will be transmitted to the three service areas that are managed by MOWASCO, KIMAWASCO and MAWASCO.

The Project Proponents have proposed a hybrid comprising a brownfield concession for existing distribution and retail infrastructure and a Build-Own-Operate-Transfer (BOOT) arrangement for new infrastructure.

The Contracting Authorities for the SWC Project are:

- (i). The State Department for Water and Sanitation under the Ministry of Water, Sanitation and Irrigation (MWSI).
- (ii). Coast Water Works Development Authority (CWWDA).
- (iii). Mombasa Water Supply and Sanitation Company Ltd (MOWASCO).
- (iv). Kilifi Mariakani Water and Sewerage Company Ltd (KIMAWASCO).
- (v). Malindi Water and Sewerage Company Ltd (MAWASCO).

The Transaction Advisors will act on behalf of the PPPD and the Contracting Authorities (the “**CAs**” and hereafter together with the PPPD referred to as the “**Government Parties**”).

The project is anticipated to have a construction period of four (4) years, followed by an operations and maintenance phase of 20 years.

6. Description of Assignment

6.1. Objective(s) of the assignment

The primary objective of this assignment is to support the Government Parties in the negotiation and structuring of the SWC Project, through to commercial and financial close.

The Transaction Advisors will support the Government Parties in reviewing the PIP, structuring the transaction, negotiating key documents with a view to ensuring compliance with applicable laws and international best practice and standards. The Government Parties' key priorities are the delivery of a project that satisfies value for money considerations, reflects appropriate risk allocation, and complies with relevant national and international laws and regulations.

The Transaction Advisors will provide strategic guidance, in-depth analysis of proposals and negotiation positions, as well as expert legal and financial advice to the Government Parties throughout the negotiation and structuring process, enabling informed decision-making and protecting the Government Parties' interests.

6.2. Scope of services, tasks and expected deliverables

Phase 1: Preparatory Work

6.2.1. Legal and Financial Due Diligence

6.2.1.1 The Legal Advisor shall:

- i. undertake due diligence and advise on the Project Proponents' incorporation/registration status, legal capacity and corporate structures. This shall include standard due diligence enquiries to identify any potential issues pertaining to anti-money laundering and counter financing of terrorism listings, sanctions, political exposure and litigation, regulatory or insolvency filings.
- ii. review applicable sectoral legal and regulatory framework governing PIPs and the water sector in Kenya impacting the project and advise on PIP acceptance criteria and all approvals or exemptions necessary for the implementation of the Project.

6.2.1.2 The Financial Advisor shall undertake financial due diligence and advise on the Project Proponents' financial and operational track record and any unrecorded assets / liabilities.

Deliverable: Legal and Financial Due Diligence Report

6.2.2. Review of the PIP, the Project Development Report and the Project Agreement

6.2.2.1. The Transaction Advisors shall review the Privately Initiated Proposal, the Project Development Report and the Project Agreement, and:

- i. advise on key project and contract terms;
- ii. advise on the suitability of PIP and develop PIP acceptance criteria;
- iii. advise on the appropriate risk allocation and structuring of the project;
- iv. advise on the resultant government obligations including any direct and contingent liabilities; and
- v. prepare an internal heads of terms (Government Parties' negotiation position paper).

6.2.2.2. The Financial Advisor shall analyse the project financial metrics and proposed funding structure and also stress-test the financial model submitted by the Project Proponents including:

- i. running stress/scenario tests on the financial model, validating key assumptions and ratios e.g. gearing, liquidity etc.
- ii. reviewing and advising on the proposed project funding model, commercial structure, revenue basis and tariff affordability.

- iii. reviewing the proposed payment mechanism, funding model and proposed government support measures and advising on any resultant fiscal exposure or liability to the Government Parties and/or the National Treasury.
- iv. review the proposed equity funding structure and ownership structure of the project company, including identifying the respective capital contributions of each project proponent, whether in cash or in kind, any outstanding and unsettled liabilities, reviewing historical financial statements and the equity statement.
- v. undertake a tax review and assess the level of tax exposure and advice on the project company's net tax position.
- vi. build a shadow financial model and update the public sector comparator and value for money analysis including benchmarking of proposed commercial terms and payment structures against recent comparable PPPs. Align VfM with deliverable metrics.

6.2.2.3. The Transaction Advisors shall advise on:

- i. strategy for the management and potential restructuring of existing debt associated with the brownfield assets; and
- ii. potential debt terms and conditions including any relevant debt characteristics (term, rate structure, seniority, collateralization, etc.), step in rights, covenants and undertakings by the Contracting Authorities and/or the National Treasury.

Deliverables:

- i. Updated Legal and Financial Due Diligence Reports if required.
- ii. Red Flag Report on the Privately Initiated Proposal, the Project Development Report, Project Agreement and Financial Model (to include recommendations on key heads).
- iii. Shadow financial model, updated public sector comparator and value for money analysis, equity statement analysis and fiscal exposure report.
- iv. Draft internal heads of terms (Government Parties' negotiation position paper).

Phase 2: Negotiations to Commercial Close

6.2.3. Drafting, Review and Negotiation of Project Agreements

6.2.3.1. The Transaction Advisors will support the Government Parties in:

- (i). the preparation review, and negotiation of all project documents which will include:
 - a. the project agreement (brownfield concession and greenfield BOOT covering the SWC Project) and required schedules;
 - b. direct agreements;
 - c. EPC and O&M Contracts;
 - d. Land rights agreements (lease and/or easements);
 - e. Government Support Measures agreement, and any other relevant document (hereafter referred to as the "Project Documents").

The review and negotiations of the Project Documents should consider the agreed risk allocation matrix, contingent liabilities, termination events, performance incentives and

penalties, and use of best practice to ensure optimal pricing while protecting Government and consumer interests to facilitate project implementation and manageability over the project term.

- (i). support the Government Parties in preparing any memos required and making submissions for approvals both internally and from external regulators including the National Treasury if needed.
- (ii). support the CA in preparing and submitting a project and financial risk assessment report to the PPPD after conclusion of negotiations.
- (iii). prepare a pre-signing memo delineating final positions in Project Documents viz a viz the internal heads of terms (Government Parties' negotiation position paper).
- (ii). support the Government Parties in execution formalities as needed and attend signing sessions.
- (iii). provide on the job capacity building and knowledge transfer to the Government Parties' project team.
- (iv). provide general support to the Government Parties on the project until Commercial Close.

6.2.3.2. The scope of services for this workstream shall also include:

The Legal Advisor shall:

- (i). advise the Government Parties (including preparing any analysis and/or advisory memos) on legal matters that arise during negotiation including on negotiation strategy and approach.
- (ii). track and report and keep record of material changes, during negotiations, from the Government Parties' negotiation position paper, update the risk allocation matrix and project structuring memo.
- (iii). issue legal opinions as may be required e.g. that the transaction is binding on its terms, on project structure, and current regulatory framework.
- (iv). prepare a pre-signing memo and/or presentation delineating final positions in Project Documents viz a viz the internal heads of terms (Government Parties' negotiation position paper).

The Financial Expert shall:

- (i). assist the Contracting Authorities in developing commercial and financial, inputs to negotiations and the Project Documents.
- (ii). update the Shadow Model, updated public sector comparator, equity statement analysis & value for money analysis and fiscal exposure report as needed.
- (iii). assist and advise the Contracting Authorities in preparing the Fiscal Commitment and Contingent Liabilities (FCCL) Paper and submission to the National Treasury Debt Management Office.

6.2.4. Post Signing Matters

6.2.4.1. The Legal Expert shall:

- (i). issue legal opinions and compliance certificates as needed.

- (ii). support the Government Parties in the preparation and review of conditions precedent documentation and updating the CP tracker.

6.2.4.2. The Transaction Advisory team shall:

- (i). attend closing sessions .
- (ii). develop a comprehensive PPP contract management and monitoring plan: The Transaction Advisor will, in close coordination with the Contracting Authorities draft a comprehensive PPP management and monitoring plan. At a minimum, this will define all procedures required for monitoring the performance of the Project Agreement during the full term of the Project.
- (iii). prepare a closing report outcomes, and lessons learned and recommendations for improvements in the substance and process.

Phase 3: Transactional Support to Financial Close

Following commercial close, the Transaction Advisors will be expected to provide ad hoc support to the PPPD and the CA in the period to Financial Close by assisting to respond to queries that may be raised by lenders and the private party and attending to the review of relevant documentation and including undertaking a review of lender term sheets and financing agreements and the direct agreements.

Phase 4: Capacity Building Workshop

To ensure knowledge and skills transfer by the Transaction Advisors to the Government Parties' project teams, the Transaction Advisors will be required to provide one structured (classroom-based) capacity building to a cohort of between 15-20 public sector participants from the PPPD, the CAs and other relevant governmental bodies.

After commercial close but before financial close, the Transaction Advisors shall provide an additional structured capacity building session to between 6-10 staff of the CA on implementation of the contract management framework.

The Government Parties, PIDG and the Transaction Advisors shall agree the timing and content of [each/the] training session.

The PPPD will cater for the costs and expenses associated with the classroom-based learning such as booking the venue and other costs that may relate to Government employees.

The Transaction Advisor shall prepare a post-workshop report on each capacity building session/workshop in a format provided by the National Treasury.

7. Instructions in Relation to the preparation of Proposals

7.1. Required Expertise

The Transaction Advisors may be: (i) a single firm; or (ii) two or more firms or individual experts bidding jointly, in either case with both the qualifications and relevant experience to perform the services. The legal team shall be the lead advisor on this assignment responsible for the management of the delivery of the services.

The PPPD will serve as the main point of contact and coordinator between the Transaction Advisors, the CAs and other technical experts retained on the SWC Project.

The TA should have the skills and experience necessary to undertake the range of tasks set out in this RfP. At a minimum, the Transaction Advisory team will demonstrate experience in a combination of PPP and project finance structuring, negotiation and documentation, with a particular emphasis on and water supply and wastewater infrastructure projects. Experience in PPP or project finance deals with sub-national entities will be an added advantage.

Bidders should note to include details of the proposed team staffing in their Proposal. At a minimum the Transaction Advisory team should have a lead Legal and Financial Advisor with the experience or qualifications below.

7.1.1. Education

The lead legal expert must have: (i) a degree in law; (ii) a minimum of 15 years of professional experience in infrastructure project development and financing, with a significant portion focused on project finance and PPPs, or other relevant field; and (iii) be qualified to practice law in at least one jurisdiction (common law qualification preferred). Professional certification in a PPP related field is an added advantage.

The lead financial expert must have a degree in Finance, Economics, Business Administration, or similar field. Professional Certification in a PPP or project finance or infrastructure finance or related field is an added advantage.

7.1.2. Specific Experience

The legal advisory team shall have significant experience in infrastructure project development and financing, with a significant portion focused on project finance and PPPs.

- Demonstrable experience as a lead advisor or key team member on at least 5 PPP transactions or project finance infrastructure projects in the last 10 years.
- Experience in (i) brownfield and/or greenfield water infrastructure projects (e.g. water abstraction, treatment, bulk water supply, transmission pipelines, and distribution/utility operations); (ii) infrastructure development or financing transactions in sub-Saharan Africa; and (iii) PPP projects that have reached commercial or financial close will each be additional merit.
- Demonstrated experience in negotiating complex, long-term PPP agreements (e.g., Concession Agreements, PPP Project Agreements, Water Purchase Agreements).
- Verifiable experience in developing negotiation strategies and leading/supporting contract negotiations for large-scale infrastructure projects.
- Deep understanding of international best practices in PPP legal and contractual frameworks.
- Demonstrated expertise in project finance principles and practices applicable to infrastructure PPPs.
- Proven ability to review and advise on and assess bankability, and negotiate financial terms (including tariffs, payment mechanisms, indexation, security packages, and government support measures).
- Familiarity with the technical, financial, operational, and legal aspects, regulatory environment of the Kenyan water sector infrastructure development and operation and policies is essential, including last mile water delivery relevant institutions (e.g., Ministry of Water, Sanitation and Irrigation, WASREB, WRA, NEMA).
- Excellent written and oral communication skills in English, with proven ability to prepare high-quality reports, negotiation briefs, and presentations for senior decision-makers.

The financial advisory team shall have a minimum of 10 years of professional experience in infrastructure project development and finance, with a significant portion focused on Public-Private Partnerships (PPPs) or project-financed infrastructure.

- Proven track record as a financial expert or key team member on at least 4 PPP transactions or project finance infrastructure projects.
- Experience in (i) brownfield and/or greenfield water infrastructure projects (e.g. water abstraction, treatment, bulk water supply, transmission pipelines, and distribution/utility operations); (ii)

infrastructure development or financing transactions in sub-Saharan Africa; and (iii) PPP projects that have reached commercial or financial close will each be additional merit.

- Demonstrated experience in building and/or auditing at least 5 financial models for infrastructure project-finance transactions or PPPs, of which at least one must have been in the water or irrigation sector.
- Verifiable experience in developing negotiation strategies and leading/supporting contract negotiations for large-scale infrastructure projects.
- Deep understanding of international best practices in PPP frameworks.
- Demonstrated expertise in project finance principles and practices applicable to infrastructure PPPs.
- Proven ability to review and advise on project financial models, assess bankability, and negotiate financial terms (including tariffs, payment mechanisms, indexation, security packages, and government support measures).
- Excellent written and oral communication skills in English, with proven ability to prepare high-quality reports, negotiation briefs, and presentations for senior decision-makers.

7.2. Duration of the assignment

The anticipated contract period is 12 months. A detailed workplan will be agreed at the commencement of the assignment. Bidders should be aware that the engagement will require ad hoc travel to the Government Parties' offices and/or to the project sites.

7.3. Progress Reporting

Due to the anticipated contract period, it is expected that regular reporting and discussions between the Consultant, the PPPD and PIDG will occur. The Transaction Advisor shall also be required to prepare and submit a monthly progress report to PIDG.

7.4. Approach to Pricing

In order to ensure cost predictability and effective budgeting, bidders are requested to provide, in United States Dollars, a breakdown of fees as follows:

Phase of Work	Fee Arrangement
Phase 1: Preparatory Work	fixed fees preferred
Phase 2: Negotiations to Commercial Close	either fixed or capped fees
Phase 3: Transactional Support to Financial Close	either fixed or capped fees
Phase 4: Capacity Building Workshop	fixed fees preferred

Where a capped fee proposal is submitted, the fee cap should reflect the maximum amount chargeable for the scope of work. Please provide a breakdown and indicate your hourly rates (if applicable). To the extent that fees for any part of the scope of works are deemed to be regulated fees please do indicate this in the financial proposal.

Please note that in respect of capped fees, PIDG would expect: (i) to be routinely notified of the total spend on the work; (ii) if any requested work is considered to be outside the scope of work; and (iii) when the firm reaches 80% of the fee cap. Any additional costs incurred may not be covered without PIDG's prior approval.

The total cost should include fees and all expenses (including all taxes, transfer, remittance fees and all out of pocket expenses).

Bidders are encouraged to make proposals for alternative preferential billing and invoicing arrangements.

7.5. Bidder Contact Person

Bidders must provide a single point of contact for all correspondence relating to this RfP. PIDG shall not be responsible for contacting bidders through any route other than their nominated person. Bidders accept that it is their responsibility to notify any changes relating to their contact person promptly.

7.6. PIDG TA Procurement Contact Details

All communication and correspondence by any interested parties with PIDG relating to this RfP must be addressed to PIDG TA Procurement at the email address pidgtaprocurement@pidg.org.

7.7. Instructions for Submission of Proposals

Interested bidders should submit separate Technical Proposal and Financial Proposals as follows:

Completed Technical Proposals should include:

- (a) confirmation of no conflict of interest
- (b) where more than one firm is bidding – letter of association between the bidding firms
- (c) a clear technical approach and methodology
- (d) comments and suggestions on the scope of work and timelines
- (e) confirmation of acceptance of the PIDG Standard Conditions of Contract² and/or any proposed revisions thereto
- (f) project team structure with clear identification of roles and responsibilities of all team members
- (g) team member Curriculum Vitae (CVs) with each CV not being more than 3 pages in the format set out at Annex 1.
- (h) experience sheets (in the format set out at Annex 2 with a maximum of two pages)

Completed Financial Proposals should include:

- (a) Each Financial Proposal should be submitted as a **SEPARATE PASSWORD PROTECTED DOCUMENT**. Financial Proposals submitted without password protection will be viewed as non-compliant and lead to the rejection of the bid.
- (b) proposed fees and payment schedule
- (c) team cost breakdown

The Financial Proposal must indicate whether the fees are subject to VAT, and if so, the VAT should be computed and shown separately. The total bid price should include all other direct and indirect taxes applicable to the project country and the bidder.

Note that only bidders whose technical score will be equal to or more than 80% will be contacted to provide passwords for their financial proposals and progress to the final stage of evaluation. Any bidder whose technical proposal will have a score less than 80% will not have their financial proposal opened.

² A link to download the PIDG Standard Conditions of Contract is provided on the RfP landing page.

Completed technical and financial proposals must be sent via e-mail to PIDG TA Procurement at pidgtaprourement@pidg.org and must be clearly marked: “**RFP: TRANSACTION ADVISORY SERVICES SABAKI WATER CARRIER PROJECT**”. Proposals must be received no later than **07 November 2025, 17:00hrs (East Africa Time)**.

Proposals sent by any other method or received after the deadline shall be deemed non-compliant and rejected. An acknowledgement receipt will be sent in return to confirm receipt.

7.8. Clarifications about the Procurement Process

Interested bidders can obtain further information by sending an email to pidgtaprourement@pidg.org. Queries and requests for clarification must be submitted on or before **17:00 East Africa time on 14 October 2025**.

Save to the extent that a request is expressly stated in writing by a bidder to be made on a ‘commercially in confidence’ basis requests for clarifications and their respective responses will be distributed to all persons who have requested a copy of the RfP, without information about the source of the request. If there is any doubt as to whether a request concerns confidential information, then PIDG will advise the person concerned who may either give written permission for distribution of the response (which shall be in advance of the preparation of the response) or withdraw the request.

7.9. Conflicts of Interest

Each bidder must include a statement confirming that the bidder has no conflict of interest in advising PIDG, PPPD and the CA in relation to the Scope of Services.

Bidders must disclose in their proposals (or at any later stage if becoming aware after submission of proposals) any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest as a result of taking part in this bid process or in the performing the services under a contract. Conflict(s) include potential, actual and perceived conflicts. This also applies to any sub-contractors proposed by bidders. Any bidder who fails to comply with this requirement may be excluded from this procurement process.

Where bidders identify any potential conflicts in their tenders (or later stage), they should state how they intend to avoid or mitigate such conflicts. PIDG reserves the sole and absolute discretion to exclude any tender which, in its opinion, gives rise to, or could potentially give rise to, a material conflict of interest.

If, following submission of a proposal, a bidder becomes aware of any circumstances that could give rise to an undisclosed conflict the bidder must advise the PIDG as soon as possible and propose measures that may be taken to eliminate or mitigate such conflict. Failure to comply with this obligation could lead to the disqualification of the bidder in question from the procurement process.

7.10. Change of Control

PIDG must be informed immediately in writing of any change in the structure, control, composition or membership of a bidder which takes place at any time prior to execution of the contract. A change deemed material by PIDG Ltd may lead to the bidder’s exclusion from the procurement process.

7.11. Costs of preparation

Bidders shall bear all their costs associated with the preparation and submission of their proposals.

7.12. Right to Cancel, Clarify or Vary the Procurement Process

PIDG is not committed to any course of action as a result of:

- issuing this RFP;
- communicating with a bidder or its representatives in respect of the RfP; or

- any other communication between PIDG Ltd and any other party.

By taking part in this RFP process, bidders accept that PIDG is not bound to accept any proposal and that PIDG reserves the right not to proceed with the RfP or conclude a contract for some or all of the services set out herein.

PIDG reserves the right to waive, amend, add to or withdraw all or any part of the RFP at any time during the procurement exercise.

7.13. Warnings and disclaimers

All information provided to interested persons in relation to this procurement process is provided in good faith and is believed to be correct at the time of issue. However, PIDG and its advisors exclude all liability for any inaccuracy or inadequacy and no express or implied warranty is given in relation to accuracy or adequacy of the information provided. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from information in this RfP including its annexes and in respect of any other written or oral communication to any interested person. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of PIDG or its advisors.

Neither the issue of this RfP, nor any of the information provided in relation to it, should be regarded as a commitment or representation on the part of PIDG Ltd (or any other person) to enter into any contractual arrangement.

8. Procurement Timetable

Subject to any changes notified to potential bidders by PIDG Ltd, the following timetable shall apply to this procurement process:

Activity	Anticipated Date	Note
RfP Advertisement Date	7 October 2025	
Clarification Questions Period Ends	14 October 2025	Clarification Questions Period closes at 17:00hrs East Africa Time
Issue of Responses to Clarification Questions	17 October 2025	The responses will be published on the PIDG website (www.pidg.org) and the PPPD website (www.pppkenya.go.ke)
Proposal Submission Deadline	7 November 2025	Candidate responses due by 17:00hrs East Africa Time
Notice to Best Evaluated Bidder of Intention of Award and Commencement of Bidder Due Diligence and Contracting Process	17 November 2025	
Completion of Due Diligence Enquiries and Contract Execution	24 November 2025	

8.1. Evaluation Matrix

This procurement is a quality based selection process.

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposal		Weighting
Experience in similar projects (total points 48)		
Specific experience of the bidders relevant to the assignment as follows:		
Legal:		
(i). at least 5 PPP transactions or project finance infrastructure projects. Max 5 experience sheets. Max 3 points per experience.		15
(ii). experience in (i) brownfield and/or greenfield water and wastewater infrastructure projects (e.g. water abstraction, treatment, bulk water supply, transmission pipelines, and distribution/utility operations); (ii) infrastructure development or financing transactions in sub-Saharan Africa; and (iii) PPP projects that have reached commercial or financial close will each be additional merit. Max 3 experience sheets. Max 2 points per experience.		6
(iii). experience in advising on: (i) the legal, regulatory and institutional framework for PPPs and public procurement; (ii) PPP transactions in Kenya; and (iii) transactions in the water sector in Kenya. Max 3 experience sheets. Max 2 points per experience.		6
Financial		
(i). at least 4 PPP transactions or project finance infrastructure projects. Max 4 experience sheets (two pages each). Max 3 points per experience.		12
(ii). experience in (i) brownfield and/or greenfield water and wastewater infrastructure projects (e.g. water abstraction, treatment, bulk water supply, transmission pipelines, and distribution/utility operations); (ii) infrastructure development or financing transactions in sub-Saharan Africa; and (iii) PPP projects that have reached commercial or financial close will each be additional merit. Max 3 experience sheets. Max 2 points per experience.		6
(iii). experience in building and/or auditing at least 3 financial models for infrastructure or project finance transactions or PPPs, of which at least one must have been in the water or irrigation sector. Max 3 experience sheets. Max 1 point per experience.		3
Team Adequacy for the assignment (total points 27)		
Lead Legal Advisor: (i) a minimum of 15 years of professional experience in infrastructure project development and financing, with a significant portion focused on project finance and PPPs; (ii) a Degree in law; and (iii) be qualified to practice law in at least one jurisdiction (common law qualification preferred). Professional certification in a PPP related field is an added advantage.		4
Lead Financial Expert: (i) minimum of 10 years of professional experience in infrastructure project development and finance, with a significant portion focused on Public-Private Partnerships (PPPs) or project-financed infrastructure; and (ii) Degree in Finance, Economics, Business Administration, or similar field. Professional Certification in a PPP or project finance or infrastructure finance or related field is an added advantage.		3
Overall team composition and staffing for both legal and financial		
i. Key professional staff qualifications and experience for the assignment		15
ii. Availability and man days for each member of staff		5

Methodology	25
Adequacy of the proposed methodology and work plan in responding to the RfP. Understanding of the Assignment, Strength and clarity of proposed approach (Project objectives, scope, and contextual challenge), Workplan and timelines and Appropriateness to the country/region's context	
Total Technical Proposal score Note that the pass mark will be 80	100

Financial Proposals will be weighted both on cost and value for money proposition.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; F= the weight given to the Financial proposal; T + F = 1).

The combined technical and financial score, S, is calculated as follows:

$S = St \times T \% + Sf \times F \%$. The best evaluated bidder will be invited for contract negotiations.

8.2. Diligence Enquiries

Following evaluation, Supplier Diligence Enquiries will be undertaken on the best evaluated bidder which may include post-bid conferences to verify submissions as well as standard know-your-supplier enquiries, including but not limited to AML/CFT ABC enquiries. The best evaluated bidder will also be invited to contract negotiations. Should Supplier Diligence and Negotiations not be successful, PIDG shall be at liberty to engage other bidders for Supplier Diligence and negotiations, or to readvertise the tender.

ANNEX 1 – FORM OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM MEMBERS³

1. Proposed Position *[only one candidate shall be nominated for each position]:*

2. Name of Firm *[Insert name of firm proposing the expert]:*

3. Name of Expert *[Insert full name]:*

4. Date of Birth

Citizenship

5. Complete personal contact details *[Include complete address and telephone number/ email address]:*

6. Education *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:*

7. Membership in Professional Associations

8. Other Training *[Indicate significant training since degrees under 6 - Education were obtained]:*

9. Countries of Work Experience: *[List countries where expert has worked in the last ten years]:*

10. Languages *[For each language indicate proficiency]:*

Language	Level of Proficiency (Primary Language, Excellent, Good, Fair, Poor)		
	Speaking	Reading	Writing

11. Employment Record *[Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

12. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among assignments involving the expert, indicate the following information for those that best illustrate the expert's capability to handle the tasks listed in line 12.]

- Name of assignment or project:
- Year:
- Location: and Client:
- Main project features:
- Positions held:
- Activities performed:

³ Maximum 3 pages per CV

14. Certification:

I, the undersigned, certify to the best of my knowledge and belief

- a. this CV correctly describes my qualifications and my experience.
- b. I am employed by the Bidder.
- c. I am not included in any sanctions or ineligible bidder lists (ineligible for any IFI engagement, i.e. WB, ADB).

Signature of expert or authorized representative of the firm]

Date: _____

ANNEX 2 – FORM OF EXPERIENCE SHEETS⁴

Assignment name:	Country: Location within country:
Name of Client:	Duration of assignment (months):
Start date (month/year): Completion date (month/year):	
Name of associated firm, Joint venture partner or Sub-Consultant, if any:	Name of senior regular full-time employees of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment, including the role of each party/ sub-contractor:	

⁴ Maximum 2 pages per experience sheet