



**SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF AN INTEGRATED COUNTY
REVENUE MANAGEMENT SYSTEM**

Tender No. NCG/RFP/03/2022-2023

CLOSING DATE: 5TH JANUARY, 2022 AT 11:00 AM

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SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Reference No.: **Tender No. NAROK COUNTY/RFP-03/2022-2023**

Name of Assignment: **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AN INTEGRATED COUNTY REVENUE MANAGEMENT SYSTEM**

Dear Messrs.

1. The **Narok County Government** has set aside funds in its budget toward the cost of the subject consulting services.
2. NAROK COUNTY now invites proposals to provide the following consulting services (herein after called **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AN INTEGRATED COUNTY REVENUE MANAGEMENT SYSTEM**
3. This Request for Proposals (RFP) has been addressed to the following Consulting Firms: i) **eligible bidders/ consulting firms**
4. is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
5. It is not permissible to transfer this RFP to any other firm.
6. The tender is reserved for youth, women and persons with disability therefore bidders shall be required to complete and sign the Tender Securing Declaration Form set out in Fourth Schedule to these Regulations. Completed tenders must be delivered to the address below on or before; Tender Closing Date: 19th September, 2022 Time: 1100hrs (East African Time)
7. A firm will be selected under **Quality and Cost based Selection Method** and, in a format, as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
8. Tender documents may be obtained electronically from the website www.narok.go.ke or the PPIP website, www.tenders.go.ke . Tender documents obtained electronically from the two (2) websites will be **FREE OF CHARGE**. Tenderers downloading documents from the two (2) websites, i.e. www.Narok County.go.ke or the PPIP website, www.tenders.go.ke shall immediately advise the NAROK COUNTY that they have downloaded the tender documents, giving full contact addresses of the tenderer (name of tenderer, email, telephone number and postal address) through submission of their details to the email addresses email: procurement@narok.go.ke
9. The tenderers details are necessary to facilitate any clarifications or addenda that may be issued Please inform us by writing at the address below or by E-mail procurement@narok.go.ke
 - a) That you have received this Request for Proposals; and
 - b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet14.1.1).
10. Details on the proposal's submission date, time and address are provided in the ITC 17.7and ITC 17.9 of the Data Sheet.

Yours sincerely,

Ag Director Supplies Chain Management Services

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to NAROK COUNTY under the Contract.
- e) “Contract” means a legally binding written agreement signed between NAROK COUNTY and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by NAROK COUNTY with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to NAROK COUNTY for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by NAROK COUNTY to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that is mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by NAROK COUNTY for the selection of Consultants.

- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to NAROK COUNTY during the whole performance of the Contract.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of NAROK COUNTY and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 NAROK COUNTY named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 NAROK COUNTY will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding NAROK COUNTY's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to NAROK COUNTY any situation of actual or potential conflict that impacts its capacity to serve the best interest of NAROK COUNTY. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:
 - i) *Conflicting Activities*
Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by NAROK COUNTY to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with NAROK COUNTY's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of NAROK COUNTY who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, NAROK COUNTY shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

- 5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

- 5.2 NAROK COUNTY requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

- 6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

- 6.2 Unless otherwise specified in the Data Sheet, NAROK COUNTY permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 6.4 Public Officers of NAROK COUNTY, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
 - b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of NAROK COUNTY.
 - d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.
- 6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A

procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and NAROK COUNTY shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. NAROK COUNTY is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and NAROK COUNTY shall be written in the English language.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an

application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

12.4 NAROK COUNTY will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, NAROK COUNTY may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to NAROK COUNTY together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to NAROK COUNTY, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of NAROK COUNTY.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for

clarification must be sent in writing, or by standard electronic means, to NAROK COUNTY's address indicated in the Data Sheet. NAROK COUNTY will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should NAROK COUNTY deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- 13.2 At any time before the proposal submission deadline, NAROK COUNTY may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- 13.3 If the amendment is substantial, NAROK COUNTY may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
 - (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so on as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
 - (b) NAROK COUNTY may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or NAROK COUNTY's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
 - (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers NAROK COUNTY to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to NAROK COUNTY and a warning "DO NOT OPEN BEFORE..... (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
- ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of NAROK COUNTY.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, NAROK COUNTY will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by NAROK COUNTY no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by NAROK COUNTY after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact NAROK COUNTY on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly NAROK COUNTY in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of

prevailing PPRA's debarment procedures.

- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact NAROK COUNTY on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 NAROK COUNTY's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by NAROK COUNTY or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.
- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after NAROK COUNTY notifies all the Consultants in accordance with ITC 22.1.
- 21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1 NAROK COUNTY's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

STAGE 1: Preliminary Mandatory Requirements (MR)

The mandatory preliminary requirements will be on a yes/no basis and a bidder who fails to comply in any of them, will not be evaluated further.

NO.	Requirement	Responsive (R) / Not Responsive (Nr)
MR1	Provide Documentary Evidence Of The Company's Certificate Of Registration/Incorporation	
MR2	Copy Of Valid Tax Compliance Certificate	
MR3	Copy Of County Government Single Business Permit	
MR4	Central Bank of Kenya Payment Services Provider License.	
MR5	Bid Security of Kshs. 300,000.00 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA) valid for 30 days from the tender closing date.	
MR6	Communication Authority of Kenya (CA) Application Service provider license/content service provider.	
MR7	Data Commissioner registration certificate.	
MR8	ICTA registration Certificate.	
MR9	Copy Of Certificate of Confirmation of Directors and Shareholding (Cr 12) (Issued Within the Last 6 Months to Tender Opening Date)	
MR11	Complete and sign the Tender Securing Declaration Form set out in Fourth Schedule to these Regulations.	
MR12	At Least 3 Reference Letters/Completion Certificates from Public Or Private Sector Clients For Similar Projects Completed In The Past Five (5) Years.	
MR13	Duly Filled, Signed and Stamped Self-Declaration Form That the Tenderer Is Not Debarred	
MR14	Dully Filled, Signed and Stamped Self Declaration Form That the Tenderer Will Not Engage in Any Corrupt Or Fraudulent Practice	
MR15	Power Of Attorney/Authorization Letter, Giving The Name Of Person Who Should Be Signing The Bid, Authorizing Him To Submit/Execute This Agreement As A Binding Document	
MR16	Must have an Original Manufacturer's Authorization Form (MAF) from the OEM of the proposed solution. (applies where the tenderer is not the original manufacturer)	
MR17	Must submit written warranty of software to be supplied	
MR18	Document must be bound paginated and serialized	

STAGE 2: Mandatory Technical Specifications (FS/CS=Compliant/NS=non-compliant)

Selected aspects of the system. This will be done to check the bidder's level of conformity to specifications. The bidder must provide a solution illustrating their technical proposal that must include the underlying physical and database infrastructure, the Application modules, the data flows, and solution structure.

Requirements will be evaluated on a Fully Supported, Fully Customizable or Not Supported basis with any bidder deemed to fail/non-compliant where any of their requirements is Not Supported by their proposed system.

To proceed to Stage 3 below, tenderers **MUST** comply with all the requirements in Stage 2 above including providing **RELEVANT EVIDENCE/LITERATURE/BROCHURES** to corroborate their responses.

STAGE 3: Technical Capacity, Financial Capability, Project Approach & Methodology

	Stage 1	
1	Technical compliance	
	Responsive Bidders to technical specifications are recommended to stage 2	
	Stage 2	
1	Past Performance <i>(Provide company/organization, contracts/award letters, LPO's, Project details, completion certificates/reference letters)</i>	25
	Previous handling of at least 3 similar projects in Kenya. Provide a list of major customers where you have successfully implemented and/or supported the automation of Financial Management, Human Resources, and Procurement and within the past 5 years.	15
	One of the contracts Must be at least KES 20 Million	10
2	Proposed methodology & Work plan in responding to the Terms of Reference	30
	A detailed description of the approach you will use for implementing the proposed system. Clearly demonstrate how your proposed solution shall meet the desired outcomes as detailed in the TOR document. The description should contain the following key components: <ul style="list-style-type: none"> a) Proposed work plan in line with the proposed methodology outlining the key activities, outputs, and their duration <i>(10 marks)</i> b) Proposed training plan <i>(5 marks)</i> c) Proposed test plan <i>(5 marks)</i> d) Data Migration plan <i>(5 marks)</i> e) Proposed service level agreement or support plan <i>(5marks)</i> 	30
3	Proposed Team Structure	5
	a) Team organization structure for delivering assignment. <i>2.5 marks</i> b) Post Go-Live support structure. <i>2.5 marks</i>	5
4	Qualifications and Competence of the key Staff for the assignment <i>Bidder must provide copies of certifications and CVs for the proposed human resources and the CV must clearly demonstrate required experience.</i>	30
	Project Manager/ Team Leader - (one) <ul style="list-style-type: none"> • Bachelor's Degree in Computer Science, Engineering, Business Administration, IT or related. Should have a minimum of 8 years' experience in IT systems and Project Management. • Professional experience in developing and implementing and managing scalable systems with competencies in integrated systems and information security management and IT in general. Give a minimum of two project. 	5

	<ul style="list-style-type: none"> • PRINCE2 Practitioner/PMI or other equivalent project management certification • Proposed system SOLUTION certification 	
	Functional Consultant/Trainer - (two) <i>(3 marks each)</i> <ul style="list-style-type: none"> • B. Sc in computer science/IT or relevant field • (3+ Years) experience in systems implementation and training. • Certification in the proposed system 	3
	Software Engineer/Developer - (one) <ul style="list-style-type: none"> • B.Sc/ in Computer Science, Engineering or related degree • Certification in programming languages C, C++,C#,VB.Net,ASP Net • (3 Years) experience and knowledge of Developer tools C, C++,C#,VB.Net ASP Net 	3
	Database Developer/Administrator - (one) <ul style="list-style-type: none"> • BSc or Diploma in computer science/IT or relevant field • Certification in database administration • (3 Years) experience in system development/ or in relevant field. Give reference of three similar projects 	6
	System integration expert - (one) <ul style="list-style-type: none"> • BSc or Diploma in computer science/IT or integration expert relevant field • Have relevant certifications in system development. • (3 Years) experience in system development and integration/ or in relevant field. Give reference of three similar projects 	3
	Web-based System Developer - (one) <ul style="list-style-type: none"> • Software development certification • UX Design certification • (3 Years) experience in online/web-based system development or in relevant field. 	3
	Infrastructure Engineer - (one) <ul style="list-style-type: none"> • B.SC/ in Computer Science, Engineering or related degree • Certification in Hardware systems • Certification in Cloud backup solutions • (3 Years) experience in implementation and support of relevant field. 	4
	Security Expert - (one) <ul style="list-style-type: none"> • B.SC/ in Computer Science, Engineering, or related degree 	3

	<ul style="list-style-type: none"> • Have CISA or relevant certifications in systems security. • 4+ years of experience in ICT security field and should have experiences in ICT systems security and design, development, implementation of security solutions. Provide at least 1 recommendation letter from previous employer/projects touching on infrastructure and network security. 	
5	Financial Capability	10
	<p>Must demonstrate financial capability</p> <ul style="list-style-type: none"> i. Availability of Liquid assets and access to lines of credit/other financial resources that prove your capacity to deliver [attach evidence] (5 marks) ii. Provide copies of audited accounts for the company for the last three Years accounting years (i.e. 2021/2020, 2020/2019 and 2019/2018) <i>Annual Turnover of at least 100M (5 marks)</i> 	
TOTAL		100

TECHNICAL RESPONSIVENESS EVALUATION CRITERIA

S/NO	TENDER REQUIREMENT	YES/NO	REMARKS
1	RCMS Application needs to design multi-tenant enabled cloud-based system which needs to be flexible for any public or private cloud without locking to any vendors		
2	Business Rules related to application need to be configurable and change as and when they required without any down time (hot deployment).		
3	Ability to expose internal functionality easily, in terms of external 3rd party interactions such as the upcoming Process.		
4	System flexibility for cater to changing organizational structures		
5	System should be built on Service Oriented Architecture and latest technologies platforms		
6	System should be built to be deployed on Open Source Operating system and Database platform		

MANDATORY FUNCTIONAL REQUIREMENTS

S/NO	TENDER REQUIREMENT	YES/NO	REMARKS
REPORTING:			

1	RCMS Application should have reporting tool/Module. Functionality of which can be used by County users independently to Design, Modify and Deploy Reports and other required outputs		
CITIZEN PORTAL:			
2	Application should have integrated Citizen facing portal that should be deployable on the Public network and should be available to citizen 24/7/365 day basis.		
3	Citizen Portal Application must be available on both native and English languages and the citizen's language preference must be persisted within the system.		
4.	Application Process MUST be available on different platforms such as USSD, Android and IOS supported devises.		
COLLECTORS/ENFORCERS MOBILE APPLICATION:			
4	County Revenue Management Users should be able assign officers to collect taxes from selected area/s or properties.		
5	County Officers should be able issue/ demand notices and/or collect payment by issuing receipt from the mobile connected printer.		
6	County Officer should be able to update personal information, geographical information of properties.		
WORKFLOWS			
7	All system operations (processes) should be able to process through configurable and guided workflow processes.		
8	These workflows need to be customizable while system is up and running. (Dynamic design /Hot Deployment,)		
9	These workflows should capture time taken for each task and those should be linked with KPIs of County Officers in order to monitor their performance.		
	Work Flow Navigation Functionality		
10	Filter items by progress on the workflow. <ul style="list-style-type: none"> • Items at a particular point, (i.e. activated tasks carrying the same status) • Outstanding/late items 		
	<ul style="list-style-type: none"> • Items assigned to a specific person/role/group 		

11	Link functions to workflow tasks and activities. Where possible, automatically complete the linked function.		
12	Status flag of Work Item to be automatically (without user intervention) updated on completion of activated tasks.		
STANDARD, DYNAMIC AND CONFIGURABLE VIEWS			
13	Views of summary of work for unit/domain/organization should be available		
14	It should be possible to filter the list and sort it by any of the displayed columns of the Views		
15	The view should be drill-down own functionality to get to a detailed transaction level.		
16	Views should have flexibility like Facilities to customize the view by adding and rearranging columns.		
17	The ability to save changes to the view and to create personal views as per the user's desire.		
18	Changes to common views should be an administrative function restricted to authorized administrators only.		
INTEGRATION WITH THIRD-PARTY SYSTEM			
19	Integration with third-party system like Hospital Management should be Ready Available		
20	Integration with USSD Collection Channel		

SYSTEM DEMONSTRATION EVALUATION CRITERIA TO CONFIRM:

A. TECHNICAL AND FUNCTIONAL SCORE.

S/NO	TENDER REQUIREMENT	PRACTICAL DEMONSTRATION	YES/NO	REMARKS
1	Demonstrate the GIS capabilities of the Revenue Management System	Ability to capture signage description and plot location description		
		Capture geolocation of signage, plot, businesses, markets, etc		
		Assign and restrict Staff and devices to administrative units		
		Assign Revenue Assets to Administrative Units		

2	Demonstrate real time direct deposit capability (Presentment)	Automatic synchronization to county systems and auto reconciliation without any request from client to submit the same to the county office		
3	Capability of real time transactions with batch processing	Back office and online dashboard Integrated		
4	Demonstrate abilities of the proposed system	User registration module and access rights management		
		Business registration & single license, permits.		
		Property owner and property registration management		
		House tenant registration and rent reconciliation		
		Classification of revenue streams and charges as per the finance bill		
5	Demonstrate support for multiple payment channels (Electronic payments such as cash, mobile money transfer, debit/credit card payments an electronic money transfer	Mobile money options: Multiple mobile operators Support USSD, Android App, WhatsApp based payments		
		Cash		
		e-wallet		
		Currency support i.e., multiple denominations		
6	(RTGS/EFT) in addition to the more traditional options of cash, cheques, and direct deposit	Auto reconciliation		
7		Payment card support		
8	Support for Multiple Revenue sources	Support agency banking and kiosks		
8	Support for Multiple Revenue sources	Parking, Markets, Rates, Rent, Billboards, Permits etc.		
9	Server Architecture	- The implementation should demonstrate a 3-tier architecture		
10	Demonstrate compliance with CRA revenue	Integration with existing systems e.g., IFMIS		

	collection guidelines	Demonstrate how the system will comply with the government single chart of account		
		Audit trail		
		Surveillance and enforcement by use of QR codes, barcodes, mobile app		
		Reports integrated in the system and flexible		
		Business intelligence including revenue forecasting, variance. analysis etc.		

B. FUNCTIONAL REQUIREMENTS

(i) Permits and Licenses.

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should have the ability to query GIS data when adding a new business to determine if it is within the County or not.		
2	The system should have the ability to calculate fees based on county-defined metrics for the billable services configured and applicable for permits and licenses for the business entity defined		
3	The system should integrate citizen / business records, business license, related taxes, permits and business property into a single system with a consistent look and feel.		
4	The system should have an approval workflow for licenses, Permits and Certificates,		
5	The system should be able to issue provisional and the final licenses or permits		
6	The system should be able to report levies paid per revenue stream.		
7	The system should be able to report the number of licenses/permits issued per business entity		
8	The system should be able to report on the number of valid and expired permits/licenses		
9	The system should be able to notify county staff and citizens when licenses/permits are due in advance.		

10	The system should have the ability to set up an unlimited number of business license accounts for each entity and an unlimited number of business (license) types for each license account established for a business. Example: A hotel chain has multiple locations, and there is a distinct business license associated with each location. Each hotel may also have multiple business (license) types associated with such, restaurants (retail), valet services (personal service), gift shops (retail with food), etc. The system must provide for the creation and association of all of these accounts, and they must be associated by a unique identifier.		
11	The system should have the ability to associate a citizen account with multiple business accounts e.g., person x runs a shopping mall, owns a garage, and has a bar in various parts of the county.		
12	The system should have the ability to add, revoke and modify all business license accounts.		
13	The system should have seamless integration with revenue collection for purposes of recognizing and updating account status for settled payments or outstanding billings.		
14	The system should have the ability to capture account status for each license based on the configurable status types e.g., expired		
15	The system should have the ability to link to, import and display information from the property record including but not limited to current assessed value; square footage; and ownership history.		
16	The system should have the ability to classify licenses by type.		
17	The system should have the ability to allow for a checklist of application requirements based on business type or category, which must be satisfied as part of the application and licensing process (e.g., customer may be required to provide health permits, zoning approvals etc.).		
18	The system should have the ability to allow the checklist to be updated as needed by county staff having appropriate security/permissions.		

19	The system should have the ability to allow the county's citizens to apply/renew and pay for business licenses via citizen portal, and in doing so, provides security measures to protect customer's data and ensure data confidentiality.		
20	The system should have the ability to generate bills, invoices, demand notes and receipts		
21	The system should have the ability to generate a bill on an ad hoc basis.		
22	The system should have the ability to charge late payment penalty based on configurable penalty rules.		
23	The system should have the ability to provide ad hoc reports		
24	The system should have the ability to easily generate as a set any applicable forms that should be mailed to a business (e.g., Businesses that have applied a business license).		
25	The system should have the ability to identify accounts with any inconsistencies, reporting discrepancies, variances and produce a candidate case for audit.		
26	The system should have the ability to plot geographic locations for all business license accounts utilizing Geographic Information System (GIS) functionality.		
27	Produce a list of registered businesses		
28	Generate a penalty report for various license categories configured in the system		
29	Produce a list of inactive businesses		
30	Produce forms for registration of businesses for various permits as an alternative to online registration.		
31	The system should be able to process ad hoc applications for burial permit applying the prerequisite checklist rules in the process. The submission of request should have		
	options where it can be submitted online via a web portal or manually processed by an authorized county officer.		
32	The system should be able to refresh the ad-hoc request upon payment confirmation from the collections module and allow the permit to be generated and sent to the requester via various. channels e.g., email or downloaded from the citizen portal by the registered requestor or collected from the county office nearest to the requestor.		

PARKING AND VEHICLE MANAGEMENT

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should provide subsequent rules within the main rules for certain services like parking. For example, in setting up the facility called public parking and the associated fees, there should be penalties where parking fees are not paid, each classified within the facility such as clamping charges and towing charges.		
2	The system should provide a mechanism to book in a car that has been clamped and towed. Details of the car should be captured in the booking.		
3	The system should provide a mechanism that once the clamping, parking and towing charges have been settled, an alert is sent to the officer asking for unclamping and releasing the car from the yard and updating the clamping book in the system accordingly.		
4	The system should have an approval workflow for licenses, Permits and Certificates,		
5	The system should be able to register both individual vehicles, businesses and Saccos		
6	The system should be able to link individual vehicle to Saccos		
7	The system should be able to receive daily, monthly and yearly parking payments		
8	The system should be able to receive payments for reserved parking		
9	The system should be able to notify the client when parking fees are paid.		
10	The system should be able to notify county staff and clients when reserved parking is due.		
11	The system should be able to report the number of vehicles in a Sacco		
12	The system should be able to report the revenue per Sacco		
13	The system should be able to report the number of vehicles parked periodically.		
14	of vehicles parked per revenue administration area.		
15	The system should be able to generate Vehicle Stickers at		

	pay-point or from a client self-service Portal.		
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BRANDING, BILLBOARDS, SIGNAGES AND PROMOTIONS

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should be able to record the size of branding, billboards, and signage		
2	The system should be able to record the GIS location of branding, billboards and signage		
3	The system should be able to record the payment period of branding, billboards and signage		
4	The system should be able to link different branding, signages and billboards to an individual organization that owns them		
5	The system should be able to provide for categorization of billboards, branding, and signage		
6	The system should be able to report the revenue per branding, signage, and billboards categories		
7	The system should be able to report the number of branding, signage, and billboards per revenue administration center.		
8	The system should be able to charge promotions based on geographical coverage and duration.		

(ii) PROPERTIES AND LAND RATES

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should have the ability to assess and reassess land and improvements using configurable assessment methods to determine revenue due (Land Assessment)		
2	The system should have the ability to store data for land values related to residential, commercial, industrial, multi-dwelling and agricultural land (Land Information)		
3	The system should have the ability to capture characteristics of land use based on pre-defined parameters for that land, that can be extended upon consideration by the county (Land Information)		

4	The system should have inbuilt GIS for location mapping (Land Information Sharing)		
5	The system should have the ability to link scanned documents to specific property records. (Land Information)		
6	The system should have the ability to export an image file directly for document storage. (Land Information)		
7	The system should have the ability to share applications/image files with other system users. (Land Information Sharing)		
8	The system should have the ability to associate electronic files with a system record, including but not limited to PDF, MS Word, MS Excel etc. (Land Information)		
9	The system should have the ability to maintain and search property ownership history for all parcels. This search should be linked to the defined citizen / entity account categorized accordingly. (Property Ownership)		
10	The system should have the ability to record sufficient property address information to include such items as location, street, etc. that is linked to the GIS system for geo location.		
	(Property Ownership)		
11	The system should be able to register new properties (the system should have the ability to add a new parcel to the property history data for respective citizen / entity account)		
12	The system should be able to support transfer of land ownership.		
13	The system should be able to support subdivisions and amalgamation of properties (The system should have the ability to maintain complete, integrated parcel history for all splits and mergers of parcels of land)		
14	The system should have the ability to maintain property ownership history for all properties including when two or more parcels are combined into one parcel (Property Ownership)		

15	The system should have the ability to maintain the original parcel ID on new parcels created from mergers or splits. (Property Ownership)		
16	The system should allow the option of linking all pertinent data automatically to the appropriate parcel. (Property Ownership)		
17	The system should have the ability to keep a history of a record when the current legal. owner of property changes. (Property Ownership)		
18	The system should have the ability to record multiple transfers of a single parcel.(Property Ownership)		
19	The system should have the ability to search the property history database by a variety of methods including current owner, previous parcel number, address, etc. (Property Ownership)		
20	The system must enable each property/owner to be assigned to a calendar for billing. (Property Ownership)		
21	The system should be able to add and remove caveats.		
22	The system should be able to record the type of		
23	property i.e. commercial, residential, single dwelling etc.		
24	The system should be able to support change of land use		
25	The system should be able to report on the revenue collected per property type.		
26	The system should be able to report the number of properties		
27	The system should be able to report each property status		
28	The system should be able to produce each property statement		
29	The system should be able to produce demand notices for each property and for all due properties.		
30	The system should be able to report on total arrears on properties		

	The system should be able to hand impounded properties for purposes of recovering rates arrears.		
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(iii) STALLS, HOUSE RENT, KIOSKS AND TOILETS

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should be able to accept and process ad hoc payments for market stalls linked to the facilities configured and validated by the charge rates defined.		
2	The system should be able to accept and process periodic payments for market stalls linked to the facilities configured and validated by the charge rates defined. This process should create an account in the registration module for purposes of single view of the entity.		
3	The system should be able to support transfer of tenancy.		
4	The system should be able to register new stalls, rental houses, kiosks and toilets.		
5	The system should be able to report on the revenue collected per category.		
6	The system should be able to generate reports per category		
7	The system should be able to report on the status of stalls, rental houses, kiosks and toilets.		
8	The system should be able to produce each stall, rental house, kiosk and toilet statement.		
9	The system should be able to produce demand notices for each stall, rental house, kiosk and toilet and cumulatively.		
10	The system should be able to report on total arrears amount on stalls, rental houses, kiosks and toilets		

(iv) STADIUM AND OTHER HIRE PREMISES

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should be able to accept and process ad hoc payments for stadia and other hire premises linked to the facilities configured and validated by the charge rates defined. This process should create an account in the registration module for purposes of single view of the entity.		

(v) FINES

S/N O	DESCRIPTION	YES/NO	REMARKS
1	The system should have the ability to process requests for collection of fines as configured and validated by the charge rates defined. The offences should be pulled from the case management module.		

(vi) HEALTH LICENSES AND PERMITS

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should have a self-service facility to enable for online application or renewal for Food Hygiene Licenses.		
2	The system should have an approval workflow for Food Hygiene licenses including site inspections		
3	The system should be able to issue Food Hygiene licenses		
4	The system should be able to report the number of Food Hygiene licenses/permits issued per business entity		
5	The system should be able to notify county staff and citizens when Food Hygiene licenses/permits are due in advance		
6	The system should provide a mechanism to Suspend/ cancel/ reinstate a food hygiene license on various health grounds. Details of the business should be captured in the suspension/cancellation/reinstating.		
7	The system should have a self-service facility to enable for online application or renewal for Food Handler Licenses		
8	The system should have an approval workflow for Food Handler certificate		
9	The system should be able to issue Food Handler certificate		
10	The system should be able to report the number of Food Handlers Certificates issued per business entity		

11	Food handlers should be able to book for clinical food handler's tests on-line and once tested be notified of the results.		
12	Food handlers should be able to print their permits from the self-service portal.		
13	The system should be able to notify county staff and citizens when their Food Handlers Certificates are due in advance		

(vii) LICENSES AND PERMITS.

S/NO	DESCRIPTION	YES/NO	REMARKS
1	The system should have a self-service facility to enable for online application or renewal for Fire Licenses.		
2	The system should have an approval workflow for Fire licenses including site inspections		
3	The system should be able to issue Fire licenses		
4	The system should be able to report the number of Fire licenses/permits issued per business entity		
5	The system should enable application and payment of Liquor Licences		
6	The system should enable payments related to Environment e.g. Noise Licence, EIA, etc.		

(viii) OTHERS.

S/NO	DESCRIPTION	YES/NO	REMARKS
1	Bidders may add any other relevant additional functional modules		

The firm that scores 80% and above technical score will be considered for financial evaluation

Firms that score 80% and above shall make presentation to confirm existence of the provisions under technical and functional requirements, and due diligence may be conducted thereafter.

Only firms which will satisfactorily comply with minimum technical score and full compliance confirmation at demonstration will proceed to financial evaluation.

FINANCIAL EVALUATION

The lowest evaluated technically responsive bidder will be recommended for award of the contract.

Stage 4- Financial Evaluation

Only Firms that attain qualify in technical evaluation shall qualify to the final stage of the financial evaluation. Price comparison and the lowest tender figure from among the Bidders who qualify at the technical stage (70% and above) will be used as a base value for the calculation of the weighted score for each bidders using the weight —Fll shown above as follows: - $LTF \times F = FS$ Where, TF is the tender figure under consideration, LTF is the lowest tender figure, F is the allocated weight for financial evaluation (30%) and FS is the weighted financial score.

The tenderers shall complete the Price Schedule furnished in a separate envelope from the Technical Proposal {one (1) envelope} as required indicating the services to be performed and the costing per module.

The financial evaluation will involve:

- a Checking whether the quotation is as per requirements in the tender documents
- b Checking whether all Taxes have been included
- c Check that the bidder has costed all items as per specifications
- d Check unit cost and total cost
- e Check the validity of the tender
- f Check Terms of payment
- g Quotation for modules separately. The modules quoted may be implemented in phases depending on the requisite budgets
- h Check licensing regime; concurrent license
- i Check sample of Service Level Agreement and the attendant costing submitted by the bidder

Award Recommendation

The evaluation committee will conduct price, technical and the proposed implementation methodology and workplan comparison to recommend award of the tender to the highest scorer within the client's available budget.

Due Diligence

The client will conduct physical verification of the client sites indicated by the tenderer before awarding. Where the best evaluated bidder fails to meet the expectations of the evaluation team, their bid will be rejected, and the second evaluated bidder shall be subjected to due diligence and subsequently awarded this tender.

22.2 at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, NAROK COUNTY shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, NAROK COUNTY shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by NAROK COUNTY's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact NAROK COUNTY as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and NAROK COUNTY's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with NAROK COUNTY as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, NAROK COUNTY shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if NAROK COUNTY determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, NAROK COUNTY shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that NAROK COUNTY is concerned that it (NAROK COUNTY) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, NAROK COUNTY shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. NAROK COUNTY may also seek written clarification from the Consultants on the reason for the high proposal price. NAROK COUNTY shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, NAROK COUNTY may accept or not accept the proposal depending on NAROK COUNTY's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, NAROK COUNTY shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If NAROK COUNTY determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), NAROK COUNTY shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. NAROK COUNTY's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. **Least Cost Selection (LCS) Method**

29.3 In the case of Least-Cost Selection (LCS), NAROK COUNTY's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. **Combined Technical and Evaluation Report**

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within NAROK COUNTY prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 NAROK COUNTY shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom NAROK COUNTY successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date NAROK COUNTY has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and NAROK COUNTY proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, NAROK COUNTY's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, NAROK COUNTY may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, NAROK COUNTY may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, NAROK COUNTY may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, NAROK COUNTY may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, NAROK COUNTY shall terminate the Consultant selection process. In that event, NAROK COUNTY shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, NAROK COUNTY shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, NAROK COUNTY shall terminate the negotiations informing the Consultant of the reasons for doing so. NAROK COUNTY will invite the next-ranked Consultant to negotiate a Contract. Once NAROK COUNTY commences negotiations with the next-ranked Consultant, NAROK COUNTY shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, NAROK COUNTY shall send a Letter of Award to the successful Consultant. The letter shall confirm NAROK COUNTY's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, NAROK COUNTY shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of NAROK COUNTY; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by NAROK COUNTY, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on NAROK COUNTY's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions	
1(j)	Electronic procurement system shall NOT be used.
2.1	Name of procuring Entity Narok County Government : The consultant selection method is: Quality and Cost Based Selection Method (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes
2.3	A pre-proposal conference will be Not held on E-mail: <u>procurement@Narok.go.ke</u> Title of contact person: Ag Director Supplies Chain Management.
2.4	NAROK COUNTY will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: "N/A"
3.3 (iv)	<i>[Insert any other conflicting relationships] _____</i>
4.1	<i>[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants]</i>
6.2	Maximum number of members in the Joint Venture (JV) shall be: [2] .

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with N/A
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>Power of Attorney to sign the Proposal</p> <p>TECH-1: Technical Proposal Submission Form</p> <p>TECH-2: Consultant's Organization and Experience</p> <p>TECH-3: Comments and Suggestions</p> <p>TECH-4: Description of Approach, Methodology and Workplan</p> <p>TECH-5: Work Schedule and Planning for Deliverables</p> <p>TECH-6: Team Composition, Assignment, and Key Experts' Input</p> <p>TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <p>(2) FIN-2: Summary of Costs</p> <p>(3) FIN-3: Breakdown of Remuneration</p> <p>(4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: <i>n/</i> No
12.1	Proposals must remain valid for 335 days after the proposal submission deadline.
13.1	Clarifications may be requested no later than 5 DAYS prior to the submission deadline. The contact information for requesting clarifications is: _____ E-mail: procurement@Narok.go.ke
14 (b) (do not use for Fixed Budget method)	<p><i>[If not used, state "Not applicable". If used, insert the following:</i></p> <p>Estimated input of Key Experts' time-input: N/A person-months.</p> <p><i>[OR]</i></p> <p>Estimated total cost of the assignment: N/A</p> <p><i>[Indicate only either time input (in person-month) or total cost, but not both!]</i></p>
14 (d)	Key Experts shall not appear in more than one proposal: YES
16.1(b)	<p><i>[A <u>sample</u> list of reimbursable expenses is provided below for guidance. Items that are not applicable should be deleted, others may be added. If NAROK COUNTY wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms].</i> The Financial Proposal will include (but not limited to) the following reimbursable expenses:</p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to NAROK COUNTY;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]</p> <p>(8) [insert relevant type of expenses, if/as applicable]</p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p><i>[The price adjustment applies to Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, price adjustment can also apply to Lump-Sum contracts assignments longer than 18 months in duration with prior agreement with NAROK COUNTY]</i></p> <p><i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p>[If NAROK COUNTY has obtained a tax exemption applicable to the Contract, insert: “NAROK COUNTY has obtained an exemption for the Consultant from payment of _____ <i>[insert the tax description such as VAT, withholding tax, duties, etc.]</i> in Kenya as per <i>[insert reference to the applicable official source that issued an exemption]</i>.]</p> <p><i>[If there is no tax exemption in Kenya, insert the following:</i></p> <p>“Information on the Consultant’s tax obligations in NAROK COUNTY’s country can be found on the Kenya Revenue Authority website: www.kra.go.ke</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Kenya Shillings: Yes_____ or. No_____.</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants “ shall not ” have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and (1) COPY</p> <p>(b) Financial Proposal: one (1) original and (1) COPY</p>
18.5	<p>The Proposals must be submitted not later than:</p> <p>Date: 05 January 2023</p> <p>Time: 1100HRS</p> <p>The Proposal submission address is: <u>NAROK COUNTY BOARDROOM</u></p>
20.1	<p>An online option of the opening of the Technical Proposals is NOT offered:</p> <p>NAROK COUNTY will open all tenders in the presence of tenderers ‘representatives who choose to attend, in the following location.</p> <p>Narok County Government, the County Assembly hall</p> <p>Street Address: Off Mau Narok Road.</p> <p>The tenderers ‘representatives who are present shall sign a tender opening register evidencing their attendance.</p>
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals
22.1	Other eligibility and mandatory criteria shall be: (as provided in section 22 of instructions to bidders)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
23.4	There is NO online option of the opening of the Financial Proposals
25.2	<p>For the evaluation, NAROK COUNTY will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by NAROK COUNTY on behalf of the Consultant.</p>
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: KENYA SHILLINGS
29.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.70 P = 0.30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
31	<p>The Standstill Period shall be: 14 days</p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>
D. Negotiations and Award	
32.1	<p>Expected date and address for contract negotiations:</p> <p>Prior to contracting signing.</p>
35.2	<p>Expected date for the commencement of the Services:</p> <p>After issuance of commencement letter</p>
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>The publication will be done within ____ days after the contract signing <i>[Insert the legally recognised days for publishing the Contract Award Notice]</i></p>
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Director Supplies Chain Management</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: Narok County Government</p> <p>Email address: <u><i>procurement@Narok County.go.ke</i></u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) NAROK COUNTY's decision to award the contract.</p>

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

1 FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following :} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by NAROK COUNTY or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) 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, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from <http://www.ppra.go.ke/>. during the procurement process and the execution of any resulting contract.
- i) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- k) We understand that NAROK COUNTY is not bound to accept any Proposal that it receives.

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 Clause 32.2 of the Data Sheet.

We remain,

Yours

sincerely,

Authorized Signature

Name and Title of Signatory:

Name of Consultant

Contact information

2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____
[Name of Procuring Entity]

for: _____ [Name and number of tender] in response to the
request for tenders made by: _____ [Name of Tenderer] do hereby make the
following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer]
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

Purpose

the government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by NAROK COUNTY under subsection (7) does not limit any legal remedy NAROK COUNTY may have;
- (5) An employee or agent of NAROK COUNTY or a member of the Board or committee of NAROK COUNTY who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to NAROK COUNTY;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, NAROK COUNTY:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or

- recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tenders submission designed to establish tender prices at artificial non-competitive levels and to deprive NAROK COUNTY of the benefits of free and open competition.
- c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by NAROK COUNTY as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N° of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N° of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

3. FORMTECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by NAROK COUNTY that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by NAROK COUNTY, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by NAROK COUNTY. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

4. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

- i) Technical Approach and Methodology. *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*
- ii) Work Plan. *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by NAROK COUNTY), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
- iii) Organization and Staffing. *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

5. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-...)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as NAROK COUNTY's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
N															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
N															
											Subtotal				
											Total				

1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2.Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3“Home” means work in the office in the expert's country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.



Full time input



Part time input

7. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information : (e-mail..... phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by NAROK COUNTY, and/or sanctions by the PPRA.

Name of Expert _____ Signature _____ Date _____
{day / month/year}

Name of authorized _____ Signature. _____ Date _____

Representative of the Consultant (the same who signs the Proposal

8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Practice License or Certificate for the Firm

{If required, Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

d) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

e) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

f) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

g) Professional Membership of Key Experts

{If applicable, Consultant to insert copies of professional membership certificate for its key experts}

h) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for..... (Insert tender title/description) for..... *(Insert name of NAROK COUNTY)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for (*insert tender title/description*) for (*insert name of NAROK COUNTY*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (*insert name of NAROK COUNTY*) which is NAROK COUNTY.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of NAROK COUNTY*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of *(Name of the Business/ Company/Firm)* declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-

mail.....

.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

..... Name:

.....

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]
Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of

Remuneration FIN-4

Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

..... {Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment]
in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We commit to provide to NAROK COUNTY the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal
you receive. We remain,
Yours sincerely,

Signature..... (of Consultant's authorized representative) {In full and initials}: Full name:
..... {insert full name of authorized representative} Title: {insert title/ position of authorized representative}

Name of Consultant..... (company's name or JV's name): Capacity: {insert the person's capacity to sign for the Consultant} Physical Address: {insert the authorized representative's address}

Phone: {insert the authorized representative's phone and fax number, if applicable} Email:
..... {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

Item	Description	Quantity	Unit price	Total Cost Inclusive all applicable Taxes
1				
2				
3				
4				
5				
6				
7	SUB TOTAL			
8	TOTAL			

It is expected that project costs will largely be operational/transactional given the nature of the assignment. Bidders should therefore note the following when preparing their financial proposals:

1. Separately indicate any one-time implementation costs where applicable.
2. Full disclosure of the proposed operational/transaction costs and how these are computed. The bidder should also indicate any additional transaction fees payable to a third-party service provider. Any such costs should be included in the proposal cost
3. Bidders should propose a costing model that provides best value to CGN.

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by NAROK COUNTY. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration _____								
No	Name	Position (as in TECH- 6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH- 6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN- 2}
	Key Experts							
K-1			[Home]					
			[Field]					
K-2								
	Non-Key Experts							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, NAROK COUNTY shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}

Consultant: Country:
Assignment: Date:

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

..... [Name of
Consultant]

Signature of Authorized Representative

Name:

.....

.....

Title:

Date:

FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3C shall be used for Time-Based contracts only}

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Y ear	Social Charge s ¹	Overhe ad ¹	Subtota l	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/H our	Proposed Fixed Rate per Working Month/Day/H our ¹
Home Office									
Procuring Country	Entity's								

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. NAROK COUNTY is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2 Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:
$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.
Please note that leave can be considered as a social cost only if NAROK COUNTY is not charged for the leave taken.
- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' over heads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. NAROK COUNTY does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances Some Consultants pay allowances to Experts working away from headquarters or outside of the home office.

Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by NAROK COUNTY. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses_____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency - as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
							
	{Training of NAROK COUNTY's personnel – if required in TOR}							
Total Costs								

Legend:
“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

SECTION 5

TERMS OF REFERENCE (TOR) FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AN INTEGRATED COUNTY REVENUE MANAGEMENT SYSTEM

Narok County Government (NCG) invites request for proposal for Supply, Delivery, Installation, Testing and Commissioning of an integrated County Revenue Management System (*ICRMS*).

1. Introduction

Narok County covers an area of about of 18,000 square kilometers, and with an estimated population of about 1.2 million residents, distributed across Eight (8) sub-counties namely: Narok North, Narok Central, Narok West, Narok East, Narok South, Trans-mara South, Trans-mara East and Trans-mara West. Narok County has its headquarters in Narok Town, off Narok Nakuru Road.

Article 220 (2) of the Constitution of Kenya 2010 and Section 104 of the County Governments Act 2012 (revised 2015) requires the Narok County Government to plan for the county's operations and socio-economic development.

The Narok County Government has embarked on an ambitious ICT transformation to improve citizen services delivery and enhance Own Source Revenue (OSR) collection. This will be realized by implementing a suitable electronic ICT solution to cover the entire County.

2. System Objectives

The main objectives of the ICRMS and payment solution will be to:

- i. Ensure that citizens access easy and secure ways to make payments for the different services provided by the county government.
- ii. Minimize cash handling at County revenue collection points.
- iii. Provide County authorities with the ability to monitor revenue collected from multiple sources on a real time basis.

Therefore, the Narok County Government is seeking a highly competent firm to offer an efficient and effective Revenue Management System. The selected firm will ensure seamless, end to end working of the system.

3. Justification for the project

The ICRMS will help in the following ways:

- i. Maximize revenue collection
- ii. Increased and sustainable OSR
- iii. Minimize revenue leakages
- iv. Ease in reporting
- v. Ease enforcement
- vi. Accuracy in projections leading to balanced budgets
- vii. Certainty in collection
- viii. Quick decision making
- ix. Reduces wage bill
- x. Data management for Business Intelligence

4. Scope of the project

The scope of work for the project will involve the implementation and maintenance of an electronic revenue collection and payments solutions.

This will include:

- a) Ability to support multiple revenues such as Parking, Markets rates, Rent collection, Billboards, Permits, Hospital collection and others.
- b) The solutions should be practical and easy to use for citizens and County staff involved in collection, verification and enforcement based on the unique characteristics of each revenue streams.
- c) Provide guidance and support on any pre-implementation activities the county needs to undertake in readiness for the roll out of the solution e.g., registration of businesses, mapping and profiling of revenue sources.
- d) Ability to demonstrate a secure cash management process and provide multiple payment options across different providers including mobile money platforms, banks, and agents.
- e) Carry out appropriate system integration with existing and future back-office systems at county, and perform data migration and clean-up of existing data.
- f) Easy and fast to deploy
- g) Provision of reports and dashboards for monitoring of revenue collected from each revenue source and for reconciliation purposes
- h) Easy to use for citizens and County staff; accessibility via different platforms such as Web, USSD, Android, Windows, iOS, and other platforms
- i) Training of both user and technical county staff on use and management of the system.
- j) Ability to support electronic bill presentment for revenue streams with recurring bills such as single business permits, rents, rates and construction permits among others.
- k) The system should have high availability and redundancy.
- l) Compliance with existing laws and regulations including Central Bank of Kenya (CBK) and ICT authority (ICTA) and Communication authority of Kenya (CAK) regulations.
- m) Compliance with international globally accepted standards for security
- n) Developing Annual Maintenance Contract (AMC) and a Service Level Agreement (SLA)

5. Key requirements of the Solution

Vendors must demonstrate capacity to deliver the defined scope of work.

- Must have under taken projects of a similar nature for the last 3 years at least 2 counties.
- Should provide a valid PCI-DSS for the proposed solution.
- The solution should have ability to process transaction on real time basis.
- The Solution should have ability to generate PDF, Excel, CSV reports
- Should demonstrate ability to accept transactions from multiple channels.
- Supplier should demonstrate ability to integrate to 3rd Party Systems.
- Should offer 24/7 Support.

Vendors shall provide;

- Vendors should provide, PIN certificate, ICTA certification.
- Should have a valid Communication Authority of Kenya (CAK) License as an ASP or CSP.

- Must have approval from the Central Bank of Kenya (CBK).
- Provide certified copies of certificate of incorporation and valid tax Compliance certificate.

Financial and Technical Capability

- Candidates should demonstrate understanding and capability to undertake the project by providing a detailed description of their understanding of the assignment, how they propose to undertake the assignment and expected components of the assignment as per the scope above.
- Submit a brief overview of projects of similar scope, methodology and implementation, either ongoing or successfully implemented with contact persons and references (letters of introduction, recommendations of good performance or guarantees) from the organisations they are being/were implemented. These should include necessary evidence i.e. copies of contracts, LPOs, completion certificates etc.
- Prospective candidates must have successfully implemented at least one similar project in Kenya for a two County Governments in the last three years (3).
- Demonstrate competence of their technical staff: Provide CVs showing competence and skills of technical staff and project managers involved in implementation of similar systems who will be directly engaged in the project.

The attention of prospective bidders is drawn to the following;

- The fact that they will be required to certify in their EOI submissions that all software is either covered by a valid license or was produced by the Bidder and
- Violations are considered fraud, which can result in consequences provided in the Public Procurement and Asset Disposal Act, 2015.

6. Expected Deliverables:

- A detailed survey report of the county revenue sources/streams
- Data collection from the field and mapping of revenue streams
- Delivery, Installation, Testing and commissioning of suitable revenue management system including piloting phase.
- Capturing of existing data into the system
- Provision of related network infrastructure and internet service
- Training of revenue and ICT staff
- Annual Maintenance Contract agreement

1. BACKGROUND

The Narok County Government through the ICT department intends to procure and implement an Integrated Electronic Revenue Collection and Management Platform to ensure improved enterprise visibility, increased information capabilities to support enhanced decision-making, process and highlight business trends, implementation of a flexible business solution to respond to rapidly changing business needs, and enhance enterprise consolidation processes to address all functional areas in the administration and management of own source revenue.

The proposed system is expected to, but not limited to the following key features:

- a) Provide an electronic platform for the collection of revenue across all revenue streams as captured in the Narok County Government Finance Act
- b) Be online and accessible in all revenue collection centres and facilities;
- c) Be able to capture/transfer already existing information from current systems being used at NCG e.g. LAIFORMS, ERP, CHIS etc
- d) Secure and have different roles and rights assignment;
- e) The solutions should be practical and easy to use for citizens and NCG staff involved in collection, verification and enforcement;
- f) The solutions should have inbuilt GIS capabilities to assist in identification of locations of major revenue streams such as land rates, advertising, SBP's, factories etc
- g) Ability to support multiple revenue streams
- h) Ability to provide multiple payment options across different providers including mobile money platforms, digital kiosks, banks and agents;
- i) Provision of reports and dashboards for monitoring of revenue collected from each revenue source and for reconciliation purposes;
- j) Easy to use for citizens and NCG staff and accessibility via different platforms such as Web, WAP, Android, Windows, iOS, and other platforms;
- k) Ability to integrate with existing and future back-office systems at NCG;
- l) Compliance with international globally accepted standards for systems security;
- m) Direct integration with the NCG Bankers/Payment Gateway;
- n) Faster payments, provide real-time notifications;
- o) Faster decision-making process;
- p) Reduce the revenue collection gaps;
- q) Enhance enforcement;
- r) Improve service delivery;

- s) Enhance accountability to the County citizens;
- t) Facilitate instant bank and mobile money reconciliations;
- u) Strengthen Internal controls and risk management monitoring;
- v) Automation of bills;
- w) Work in both offline and online modes of payments to address network problems;
- x) Provide hosting services for both production and back-up environments if the county will not have implemented its own data centre.

2. SYSTEM OBJECTIVES

The main objectives of the Revenue Collection Management System will be:

- i. Enhancement of revenue collection from both structured and unstructured channels.
- ii. Provide a cashless system of payment that will seal revenue leakages and promote transparency.
- iii. Generation of relevant reports for revenue management and dashboards for real time and online monitoring of revenue collection. Such report should be in a form suitable to the user (graphical, text, Excel, word, pdf etc). The reporting module should provide for region based reporting (ward/sub county etc), individual based reporting (e.g. for a certain revenue collector as would be the case for parking, barriers, markets etc) and channel based reporting e.g. permits, land rates, cess, market fee, rents etc).
- iv. Provide for electronic payments such as mobile money transfer, debit/credit card payments and electronic money transfer (RTGS/EFT) in addition to the more traditional options of cheques and direct deposit to the bank.
- v. Reliability and availability in different locations (sub-counties/major towns/revenue collection points) on a 24/7 basis. The System should be available at least 99% of the time.
- vi. Resilience and security of transactions against cyber-attacks and any other possible fraud.
- vii. Audit trails on system access and transactions
- viii. All collections through this system should be banked to the County Revenue Collection Account.
- ix. Provide for real time consolidation and reconciliation of payments in the revenue account.

3. SCOPE OF WORK

The scope of work will include but will not be limited to the following;

- i. Provide an authentic system that will facilitate payment and secure funds collection. It will be used for management of accounts and funds collection so as to reduce the interface between people and cash payment systems.
- ii. The system should allow rate payers to have a choice to use their preferred payment option such as mobile money, plastic cards or cash through a system that is secure and suggested by the consultant.
- iii. The revenue collection system should capture all revenue streams outlined in the Finance ACT etc;
- iv. Provide guidance and support on any pre-implementation activities that County needs to undertake in readiness for the roll out of the solution
- v. Identifying areas where the Revenue Management System will need to integrate with existing systems and carrying out of such integration (e.g. LAIFOMS and the Hospital Management System).
- vi. Training of key stakeholders with respect to use of the system on use and management of the solution.
- vii. Detailed Support and maintenance of the solution such that support request are handled within at most four working hours.

4.0 SYSTEM MODULES

The system should have the following modules:

4.1 A billing module which will:

- 4.1.1 Enable billing of customers at service centers. Allow service personnel to enter customer details and other necessary details.
- 4.1.2 Integrate to organization's chart of accounts.
- 4.1.3 Enable printing of bills on either a normal printer or thermal printer with an official logo and other corporate insignia.
- 4.1.4 Digitize the rate card to ensure accurate and correct billing for services.
- 4.1.5 Be configured to show billing location, billing personnel, unique reference (bill number), and time stamp.
- 4.1.6 Provide detailed reporting and audit capability on billing performance.

4.1.7 Automatically send bills and reminders to clients when the bills fall due electronically.

4.1.8 Provide on-the-spot, single and batch billing facility

4.1.9 Allow for verification of bills issued to revenue payers.

4.2 A receipting module which will:

4.2.1 Query bills by bill number or other unique reference and provide status of said bill.

4.2.2 Verify validity of paid bills.

4.2.3 Enable receipting once payment is confirmed from payments gateway.

4.2.4 Enable printing of receipts either on normal printer or thermal printer with official logo and other corporate insignia.

4.2.5 Be configured to show receipting location, receipting personnel, unique reference (receipt number), and time stamp.

4.2.6 Enable printing of duplicate receipts should a customer loses the original.

4.2.7 Provide detailed reporting and audit capability on receipting performance.

4.2.8 Verify payments in real-time and detect transactions that have already been used.

4.2.9 Provide secure receipting feature to eliminate fraud on receipts

4.2.10 Provide notifications on payments due and defaults

4.3 A payment module to enable customers to make payments:

4.3.1 Through mobile money services at all service points.

4.3.2 Through bank payments e.g. EFT, Cheques, Pesalink, and agency deposits

4.3.3 Through bankcards.

4.3.4 Through the self-service payment web portal

4.3.5 Through USSD and mobile applications

4.3.6 Through Payment kiosks and other designated pay points

4.3.7 Integrated to the billing and receipting module to enable automated receipting, and verification of payments.

4.3.8 Integrated to messaging (SMS and/or email) to be sent to the customer on successful payment acknowledgment.

4.3.9 Stored in a central database where reconciliation and audit can be conducted.

4.3.10 Provide a statement of invoices and payments to revenue payers in real time

4.4 Dashboards and reports:

4.4.1 Information dashboards showing real-time service delivery and payments processing.

4.4.2 Financial reports showing collections per revenue stream, per sub-county, per ward, per community areas.

4.4.3 Revenue reports are broken down into the various fees and charge codes as per the organization chart of accounts.

4.4.4 Operational portals to allow remediation i.e. correction and amendment of payments in the event of mistakes by the customers during payment.

4.4.5 Provide Business Intelligence (BI) analytics

4.4.6 Provide reports download feature in various formats e.g. excel, word, pdf, etc.

5.0 KEY DELIVERABLE

Key deliverables shall include:-

5.1 Prompt Banking of cash collected.

5.2 Training of all revenue staff.

5.3 Real-time information reporting.

5.4 Seamless integration with E-citizen payment gateway and other existing systems.

5.5 Implementation of the solution to sub-counties, wards, community areas and markets.

5.6 Zero incidents of cyber-attacks.

5.7 Automated back-up facility be provided

6.0 TRAINING

In providing training the vendor will be expected to:

- i. Conduct training for NCG County staff on the use and maintenance of the system. A train the trainer model can be used.
- ii. The vendor will be expected to provide training manuals/reference materials

7.0 SUPPORT AND MAINTENANCE

The vendor will also be expected to support and maintain the solution: This will include: Providing a help line which users of the system can call to report any problems Providing upgrades, troubleshooting and fixes to the solution.

Provide 24/7/365 99% availability of the solution. A comprehensive Service Level Agreement (SLA) to be provided by the bidder.

8.0 SPECIAL CONDITIONS OF THE TENDER

8.1 Implementation Period

The implementation period of the project shall be as defined in this document wherein all the hardware, software, resources etc. should be installed/deployed.

8.2 Termination Of Contract

If the services of the vendor are not as per the awarded work for three consecutive months after commencement of work then NCG will have liberty to terminate the contract.

8.3 Fallback Arrangement

In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, NCG shall interalia have the right, at any time to resort to fall back arrangement.

Under such arrangement, NCG shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the Bank Guarantee or other holding of agency with NCG, the losses suffered due to such failure. If the (Bank Guarantees) BGs & other holding of agency is insufficient, the Agency shall pay the difference to NCG failing which NCG shall have right to recover the sum through legal or other means. The NCG shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

The NCG shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to any NCG(s) at least for one year.

8.4 Handing Over Termination/Project Contract

The Contract shall require the Agency to cooperate in handing back the facilities, records, data backup and documents, latest software with documentations, manuals, etc. in good working order to NCG after termination of Contract.

Upon termination of the Contract, the Agency's authority to act in the area shall immediately cease. In order to smoothen the handing over process and not hamper the work, NCG shall arrange to award the Contract to another firm or may execute the work departmentally at least 6 months before the expiry of this Contract, the Agency/NCG staff may require to work along with the new agency for the remaining period of Contract to enable the new agency to understand the process.

Upon Termination of the Contract, following equipment/items shall be handed over on A-IS Condition as on last day of the contract:

- (I) All Utility Specific Data including Archives
- (II) All Desktop PCs , UPS and Printers and furniture
- (III) SBM (ANDROID Based Mobile Devices)s
- (IV) Barcode reader and Biometric Device
- (V) LAN with allied equipment
- (VI) Transfer the license for software and Database (All Licenses cost / AMC cost as on date of Transfer shall be paid by the agency)
- (VII) Transfer the Source Code and Software for Non-Software

9.0TIME FRAME

The table below summarizes the schedule of deliverables required by the project.

S/No	DELIVERABLES	TIMELINES (Working Days)
1	Development and Presentation of Project Inception Reports and Project Plan. Results of Survey Desk Research & Survey Tools	5
2	Presentation and adoption of Survey Reports	5
3	Systems Integration Report	4
4	A pilot deployment of the County Automated Revenue System (eRCMS) for core revenue streams	14
5	Stakeholder Training & Successful User Acceptance Testing	14
6	Wider roll-out, operationalization, continuous support and Maintenance	

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by NAROK COUNTY s paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires NAROK COUNTY to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.: _____

Contract Description: _____

Between

[Name of NAROK COUNTY]

and

[Name of the Consultant]

Date:

I. FORM OF CONTRACT - LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (herein after called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (herein after called the "Consultant").

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to NAROK COUNTY for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (herein after called the "Consultant").]

WHEREAS

- a) NAROK COUNTY has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");
 - b) the Consultant, having represented to NAROK COUNTY that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
 - c) NAROK COUNTY has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
NOW THEREFORE the parties hereto hereby agree as follows:
1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of NAROK COUNTY and the Consultant shall be set forth in the Contract, in particular:
 - a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b) NAROK COUNTY shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of..... *[Name of Procuring Entity]* *[Authorized Representative of NAROK COUNTY—name, title and signature]*

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture]* *[Authorized Representative of the Consultant—name and signature]*

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]* *[Name of the lead member]* *[Authorized Representative on behalf of a Joint Venture]* *[Add signature blocks for each member if all are signing]*

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- b) “Consultant” means a legally-established professional consulting firm or entity selected by NAROK COUNTY to provide the Services under the signed Contract.
- c) “Contract” means the legally binding written agreement signed between NAROK COUNTY and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- d) “Procuring Entity” means NAROK COUNTY that signs the Contract for the Services with the selected Consultant.
- e) “Day” means a working day unless indicated otherwise.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) “Foreign Currency” means any currency other than the currency of Kenya.
- i) “GCC” mean these General Conditions of Contract.
- j) “Government” means the government of Kenya.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to NAROK COUNTY for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- m) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- o) “Party” means NAROK COUNTY or the Consultant, as the case may be, and “Parties” means both of them.
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as

described in Appendix A hereto.

- r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party "means any person or entity other than the Government, NAROK COUNTY, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NAROK COUNTY and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

- 2.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

4. Language

- 4.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

- 7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as NAROK COUNTY may approve.

8. Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards NAROK COUNTY under this Contract, including without limitation the receiving of instructions and payments from NAROK COUNTY.

9. Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by NAROK COUNTY or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

10.2 Commissions and Fees-NAROK COUNTY requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gent or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by NAROK COUNTY and/or sanctions by the PPRA.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of NAROK COUNTY’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure

a. Definition

17.1 For the purposes of this Contract,“ Force Majeure” means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event

which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

- 17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

- 17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

- 17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by NAROK COUNTY, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by NAROK COUNTY, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- 17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18 Suspension

- 18.1 NAROK COUNTY may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By NAROK COUNTY

- 19.1.1 NAROK COUNTY may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, NAROK COUNTY shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the

events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If NAROK COUNTY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if NAROK COUNTY determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then NAROK COUNTY may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to NAROK COUNTY, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- b) If NAROK COUNTY fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If NAROK COUNTY fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If NAROK COUNTY is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by NAROK COUNTY of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by NAROK COUNTY, the Consultant shall proceed as provided, respectively, by Clauses GCC27 or GCC28.

e. Payment up on Termination

19.1.6 Up on termination of this Contract, NAROK COUNTY shall make the following payments to the Consultant:

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and
- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

16. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to NAROK COUNTY, and shall at all times support and safeguard NAROK COUNTY's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by NAROK COUNTY. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. NAROK COUNTY shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

21.1 The Consultant shall hold NAROK COUNTY's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-

consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising NAROK COUNTY on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of NAROK COUNTY. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of NAROK COUNTY.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of NAROK COUNTY, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by NAROK COUNTY, insurance against the risks, and for the coverage specified in the SCC, and (ii) at NAROK COUNTY's request, shall provide evidence to NAROK COUNTY showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons

appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

26.1 The Consultant shall submit to NAROK COUNTY the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of NAROK COUNTY in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for NAROK COUNTY in the course of the Services shall be confidential and become and remain the absolute property of NAROK COUNTY. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NAROK COUNTY, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of NAROK COUNTY.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain NAROK COUNTY's prior written approval to such agreements, and NAROK COUNTY shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by NAROK COUNTY or purchased by the Consultant wholly or partly with funds provided by NAROK COUNTY, shall be the property of NAROK COUNTY and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to NAROK COUNTY an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with NAROK COUNTY's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by NAROK COUNTY in writing, shall insure them at the expense of NAROK COUNTY in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30 Replacement of Key Experts

30.1 Except as NAROK COUNTY may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the

reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

- 31.1 If NAROK COUNTY finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at NAROK COUNTY's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by NAROK COUNTY to be incompetent or incapable in discharging assigned duties, NAROK COUNTY, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to NAROK COUNTY.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of NAROK COUNTY

32 Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, NAROK COUNTY shall use its best efforts to:
- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.
 - d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya
 - f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
 - g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

- 33.1 NAROK COUNTY warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. NAROK COUNTY will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

- 34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35 Services, Facilities and Property of NAROK COUNTY

- 35.1 NAROK COUNTY shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36 Counterpart Personnel

- 36.1 NAROK COUNTY shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by NAROK COUNTY with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and NAROK COUNTY shall not unreasonably refuse to act upon such request.

37 Payment Obligation

- 37.1 In consideration of the Services performed by the Consultant under this Contract, NAROK COUNTY shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

F. Payments to the Consultant

38 Contract Price

- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment
- 39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

- 40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- 40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to NAROK COUNTY in an amount (or

amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as NAROK COUNTY shall have approved in writing. The advance payments will be set off by NAROK COUNTY in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 The Lump-Sum Installment Payments. NAROK COUNTY shall pay the Consultant within sixty (60) days after the receipt by NAROK COUNTY of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if NAROK COUNTY does not approve the submitted deliverable(s) as satisfactory in which case NAROK COUNTY shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by NAROK COUNTY. The Services shall then be deemed completed and finally accepted by NAROK COUNTY. The last lump-sum installment shall be deemed approved for payment by NAROK COUNTY within ninety (90) calendar days after receipt of the final report by NAROK COUNTY unless NAROK COUNTY, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If NAROK COUNTY had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

43 Amicable Settlement

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p>The Contract shall be construed in accordance with the law of Kenya</p> <p><i>[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]</i></p>
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For NAROK COUNTY: _____ <i>[name, title]</i>_____</p> <p>For the Consultant: _____ <i>[name, title]</i>_____</p>
11.1	<p>The effectiveness conditions are the following:</p> <p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by NAROK COUNTY of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months]</i>.</p>
13.1	Commencement of Services:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The number of days shall be _____ [e.g.: ten].</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to NAROK COUNTY in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be ____ [insert time period, e.g.: twelve months].</p>
21.1.3.	<p>NAROK COUNTY reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes: _____ No: _____</p>
23.1	<p>No additional provisions.</p> <p><i>/OR</i></p> <p>The following limitation of the Consultant's Liability towards NAROK COUNTY can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards NAROK COUNTY:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to NAROK COUNTY's property, shall not be liable to NAROK COUNTY:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><u><i>/Notes to NAROK COUNTY and the Consultant:</i></u></p> <p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by NAROK COUNTY prior to accepting any changes to what was included in the issued RFP.</i></p> <p><i>To be acceptable to NAROK COUNTY, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to NAROK COUNTY, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to NAROK COUNTY.</u> Also, the Consultant's liability should</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>NAROK COUNTY does not accept a provision to the effect that NAROK COUNTY shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of NAROK COUNTY to the extent permissible by the law applicable in Kenya.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in NAROK COUNTY's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in NAROK COUNTY's country"];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in Kenya"];</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>The additional rights to the use of the documents are:</p> <p><i>[If applicable, insert any exceptions to proprietary rights provisions]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i></p> <p><i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software....] for purposes unrelated to this Contract without the prior written approval of NAROK COUNTY.]</i></p> <p><i>[OR]</i></p> <p><i>[NAROK COUNTY shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>[OR]</i></p> <p>[Neither Party shall use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
32.1 (a) through (f)	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]</i></p>
32.1(g)	<p><i>[List here any other assistance to be provided by NAROK COUNTY. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]</i></p>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by NAROK COUNTY <i>[insert as appropriate: “for “or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></p>
39.1 and 39.2	<p><i>[NAROK COUNTY, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by NAROK COUNTY for any such tax they might have to pay (or that NAROK COUNTY would pay such tax on behalf of the Consultant)]</i></p> <p>NAROK COUNTY warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2)]</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether NAROK COUNTY shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“NAROK COUNTY shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” <i>OR</i> “NAROK COUNTY shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any taxes, duties, fees, levies and other impositions imposed, under the applicable law in NAROK COUNTY’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by NAROK COUNTY and which is treated as property of</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>NAROK COUNTY;</p> <p>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from NAROK COUNTY's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in NAROK COUNTY's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to NAROK COUNTY if they were paid by NAROK COUNTY at the time the property in question was brought into NAROK COUNTY's country.</p>
40.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g. "Twenty (20) percent of the lumpsum contract price shall be paid upon submission and approval of the Inception Report</i></p> <p>2nd payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3rd and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to NAROK COUNTY of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by NAROK COUNTY]</i></p>
40.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in Kenya Shillings] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by NAROK COUNTY. The advance payment will be set off by NAROK COUNTY in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
40.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
41.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, NAROK COUNTY and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither NAROK COUNTY's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[*Note: This Appendix shall include the final Terms of Reference (TORs) worked out by NAROK COUNTY and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made;*

Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

..... Appendix C – Breakdown of Contract Price

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}

Appendix D - Form of Advance Payment Guarantee

[*Note: See Clause GCC 41.2.1 and SCC 41.2.1*]

Bank Guarantee for Advance Payment _____ [*Bank's Name and Address of Issuing Branch or Office*] Beneficiary: _____ [*Name and Address of Procuring Entity*]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [*name of Consultant or a name of the Joint Venture, same as appears on the signed Contract*] (herein after called "the Consultant") has entered into Contract No. _____ [*reference number of the contract*] dated _____ with you, for the provision of _____ [*brief description of Services*] (herein after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [*amount in figures*] () [*amount in words*] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [*name of bank*] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [*amount in figures*] () [*amount in words*]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [*name and address of bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance

payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of _____, ² whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature]

Note: *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

PREFACE

This Section includes a Time-Based Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.

Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires NAROK COUNTY to closely supervise the Consultant and to be involved in the daily execution of the assignment.

The template is designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump-Sum and Time- Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time-Based Contract. In such event; both types of contracts shall be signed at the same time.

In case a Time-Based Contract is not used, please delete the contract template for time-based contract before issuance of the RFP to Consultants.

¹*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as*

Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²*Insert the expected expiration date. In the event of an extension of the time for completion of the Contract NAROK COUNTY would need to request an extension of*

This guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, NAROK COUNTY might consider adding the following text to the form, at the end of the pen ultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to NAROK COUNTY's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

CONTRACT FOR CONSULTANT'S SERVICES

II. TIME-BASED CONTRACT

Consulting Services for:

Contract No.:_____

Contract Description:_____

between

[Name of NAROK

COUNTY] and

[Name of the Consultant]

Date:

II: FORM OF CONTRACT-TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to NAROK COUNTY for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- a) NAROK COUNTY has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- b) the Consultant, having represented to NAROK COUNTY that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) NAROK COUNTY has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. ThemutualrightsandobligationsoftheProcuringEntityandtheConsultantshallbeassetforthintheContract, in particular:

- a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
- b) NAROK COUNTY shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[Name of Procuring Entity] [Authorized Representative of NAROK COUNTY–name title and signature]*

For and on behalf of _____ *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant–name and signature]*

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[insert the name of the Joint Venture] [Name of the lead member]*

[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]

Section 8: General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
 - b) “Procuring Entity” means NAROK COUNTY that signs the Contract for the Services with the Selected Consultant.
 - c) “Consultant” means a legally - established professional consulting firm or entity selected by NAROK COUNTY to provide the Services under the signed Contract.
 - d) “Contract” means the legally binding written agreement signed between NAROK COUNTY and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - e) “Day” means a working day unless indicated otherwise.
 - f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
 - g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - h) “Foreign Currency” means any currency other than the Kenya Shilling.
 - i) “GCC” means these General Conditions of Contract.
 - j) “Government” means the government of Kenya.
 - k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to NAROK COUNTY for the performance of the Contract.
 - l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.
 - m) “Local Currency” means the Kenya Shilling.
 - n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - o) “Party” means NAROK COUNTY or the Consultant, as the case may be, and “Parties” means both.
 - p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
 - r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
 - s) “Third Party” means any person or entity other than the Government, NAROK COUNTY, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.3 Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between NAROK COUNTY and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

3 Law Governing Contract

- 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4 Language

- 4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5 Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6 Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

- 7.1 The Services shall be performed at such locations as are specified in Appendix A here to and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as NAROK COUNTY may approve.

8 Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards NAROK COUNTY under this Contract, including without limitation the receiving of instructions and payments from NAROK COUNTY.

9 Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by NAROK COUNTY or the Consultant may be taken or executed by the officials specified in the SCC.

10 Corrupt and Fraudulent Practices

- 10.1 The Government requires compliance with its policy and laws in regard to corrupt and fraudulent or prohibited practices as set forth in its laws and policies.

a. Commissions and Fees

- 10.2 NAROK COUNTY requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by NAROK COUNTY and/or sanctions by the PPRA.
- Commencement, Completion, Modification and Termination of Contract.

11 Effectiveness of Contract

- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of NAROK COUNTY's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the

other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Services

- 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

- 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

- 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

- 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

- 16.2 In cases of substantial modifications or variations.

17 Force Majeure

a. Definition

- 17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.
- 17.3 Force Majeure shall not include in sufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

- 17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

- 17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as

possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by NAROK COUNTY, shall either:
- a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by NAROK COUNTY, in reactivating the Services; or
 - b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 & 48.

18 Suspension

- 18.1 NAROK COUNTY may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform for many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

a By NAROK COUNTY

- 19.1.1 NAROK COUNTY may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, NAROK COUNTY shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If NAROK COUNTY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

- 19.1.2 Furthermore, if NAROK COUNTY determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then NAROK COUNTY may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to NAROK COUNTY, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a If NAROK COUNTY fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c If NAROK COUNTY fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- d If NAROK COUNTY is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by NAROK COUNTY of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by NAROK COUNTY, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

- 19.1.6 Upon termination of this Contract, NAROK COUNTY shall make the following payments to the Consultant:
- a remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
 - b In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20 General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to NAROK COUNTY, and shall at all times support and safeguard NAROK COUNTY's legitimate interests in any dealings with the third parties.

- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by NAROK COUNTY. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services
- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when
- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,
- 20.6 NAROK COUNTY shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21 Conflict of Interests
- 21.1 The Consultant shall hold NAROK COUNTY's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a Consultant Not to Benefit from Commissions, Discounts, etc.
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising NAROK COUNTY on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of NAROK COUNTY. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.
- b Consultant and Affiliates Not to Engage in Certain Activities
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c Prohibition of Conflicting Activities
- 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d Strict Duty to Disclose Conflicting Activities
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to

serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

- 22.1 Except with the prior written consent of NAROK COUNTY, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

- 24.1 The Consultant (I) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by NAROK COUNTY, insurance against the risks, and for the coverage specified in the SCC, and (ii) at NAROK COUNTY's request, shall provide evidence to NAROK COUNTY showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

- 25.1 The Consultant shall keep and shall make all reasonable effort to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of NAROK COUNTY in Reports and Records

- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for NAROK COUNTY in the course of the Services shall be confidential and become and remain the absolute property of NAROK COUNTY. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NAROK COUNTY, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of NAROK COUNTY.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain NAROK COUNTY's prior written approval to such agreements, and NAROK COUNTY shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the

future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by NAROK COUNTY, or purchased by the Consultant wholly or partly with funds provided by NAROK COUNTY, shall be the property of NAROK COUNTY and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to NAROK COUNTY an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with NAROK COUNTY's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by NAROK COUNTY in writing, shall insure the mat the expense of NAROK COUNTY in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29 Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20 a, adjustments with respect to the estimated time- input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to NAROK COUNTY, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii)that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in ClauseGCC41.2.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between NAROK COUNTY and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC41.1, the Parties shall sign a Contract amendment.

30 Replacement of Key Experts

30.1 Except as NAROK COUNTY may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to NAROK COUNTY for review and approval a copy of their Curricula Vitae (CVs). If NAROK COUNTY does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by NAROK COUNTY.

32 Removal of Experts or Sub-consultants

32.1 If NAROK COUNTY finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall NAROK COUNTY determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at NAROK COUNTY's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by NAROK

COUNTY to be in competent or in capable in discharging assigned duties, NAROK COUNTY, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to NAROK COUNTY.

33 Replacement/ Removal of Experts–Impact on Payments

33.1 Except as NAROK COUNTY may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34 Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of NAROK COUNTY

35 Assistance and Exemptions

35.1 Unless otherwise specified in the SCC, NAROK COUNTY shall use its best efforts to:

- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

36 Access to Project Site

36.1 NAROK COUNTY warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. NAROK COUNTY will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for

any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37 Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38 Services, Facilities and Property of NAROK COUNTY

38.1 NAROK COUNTY shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39 Counterpart Personnel

39.1 NAROK COUNTY shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by NAROK COUNTY with the Consultant's advice, if specified in Appendix A.

39.2 If counterpart personnel are not provided by NAROK COUNTY to the Consultant as and when specified in Appendix A, NAROK COUNTY and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by NAROK COUNTY to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and NAROK COUNTY shall not unreasonably refuse to act upon such request.

40 Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, NAROK COUNTY shall make such payments to the Consultant and in such manner as is provided by GCCF below.

A. PAYMENTS TO THE CONSULTANT

41 Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D ([Reimbursable expenses]).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

41.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42 Remuneration and Reimbursable Expenses

42.1 NAROK COUNTY shall pay to the Consultant

- (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and
- (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover:

- (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),
- (ii) the cost of backstopping by home office staff not included in the Experts 'list in Appendix B,
- (iii) the Consultant's profit, and
- (iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of NAROK COUNTY, once the applicable remuneration rates and allowances are known.

43 Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44 Currency of Payment

44.1 Any payment under this Contract shall be made in the currency or currencies specified in the SCC.

45 Mode of Billing and Payment

45.1 Billing and payments in respect of the Services shall be made as follows:

- a Advance payment. Within the number of days after the Effective Date, NAROK COUNTY shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to NAROK COUNTY in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E. The advance payments will be set off by NAROK COUNTY in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- b The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to NAROK COUNTY, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- c NAROK COUNTY shall pay the Consultant's invoices within sixty (60) days after the receipt by NAROK COUNTY of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments.
- d The Final Payment: The final payment under this Clause shall be made only after the final

report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by NAROK COUNTY. The Services shall be deemed completed and finally accepted by NAROK COUNTY and the final report and final invoice shall be deemed approved by NAROK COUNTY as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by NAROK COUNTY unless NAROK COUNTY, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that NAROK COUNTY has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to NAROK COUNTY within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by NAROK COUNTY for reimbursement must be made within twelve (12) Calendar months after receipt by NAROK COUNTY of a final report and a final invoice approved by NAROK COUNTY in accordance with the above.

- e All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

46 Interest on Delayed Payments

- 46.1 If NAROK COUNTY had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 45.1(c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

47 Good Faith

- 47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

48 Amicable Settlement

- 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49 Dispute Resolution

- 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions in the SCC.

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]) *

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charge ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Rate per Working Month/Day/Hour	Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in Kenya									

Expressed as percentage of 1

1 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.]
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for Advance

Payment

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Procuring

Entity] Date: _____

ADVANCE PAYMENT GUARANTEE No. _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called "the Consultant") has entered into Contract No. _____ [Reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of

[Amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at

_____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made

full repayment of the amount of the advance payment, or on the day of _____, 2nd,² whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or

before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication

No.758.

[Signature (s)]

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: _____ *[insert the name of the Entity]* Contract title: _____ *[insert the name of the contract]* RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultant submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

		3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			
[insert name]

- (ii) **Reason/s why your Proposal was unsuccessful** [*Delete if the combined score already reveals the reason*].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

- iii) **How to request a debriefing** [*This applies only if your proposal was unsuccessful as stated under point (3) above*].

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [Narok County Government]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) **How to Make a Complaint**

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: *[insert title/position]*

Agency: *[Narok County Government]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by NAROK COUNTY.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ *[insert the name of NAROK COUNTY]*: Signature: _____

_____ Name: _____

_____ Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of NAROK COUNTY ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD

[use letterhead paper of NAROK COUNTY] [date]_____ To: _____ [name and address of the winning Consultant] Subject: Notification of Award Contract No.....

This is to notify you that your Proposal dated _____ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on _____ for the contract amount of *[Insert amount in numbers and words and name of currency]* is hereby accepted by our agency.

You are requested to: (i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Draft Negotiated Contract

4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----	Directly.....	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----
	National identity card number or Passport number		----- % of shares% of voting rights		
	Personal Identification Number (where applicable)		Indirectly--	Indirectly-----		
	Nationality		----- % of shares	---% of voting rights		
	Date of birth					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)	
[dd/mm/yyyy]				indirectly?:	2. Is this influence or control exercised directly or indirectly?	
Postal address				Direct.....	Direct.....	
Residential address				Indirect.....	Indirect.....	
Telephone number						
Email address						
Occupation or profession						
2.	Full Name		Directly---- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ---- No----
	National identity card number or Passport number		Indirectly-- ----- % of shares	Indirectly----- ---% of voting rights	2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)				Direct.....	Direct.....
	Nationality(ies)				Indirect.....	
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
					Indirect.....
3. e. t. c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

Request for Proposal Reference No.: [insert identification no]
 Name of the Assignment: [insert name of the assignment] to: [insert complete name of Procuring Entity]

In response to your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

V) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant:[insert complete name of the Consultant]__*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

** In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

*** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the*