COUNTY GOVERNMENT OF KITUI

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MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT

TENDER NO: CGOKTI/MLHUD/RFP004/2024-2025

NEGOTIATION NO: 1892857

CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT, INSTALLATION TESTING, COMMISSIONING AND MAINTENANCE OF A LAND INFORMATION MANAGEMENT SYSTEM (LIMS) FOR COUNTY GOVERNMENT OF KITUI

DATE ISSUED: THURSDAY, 12TH JUNE, 2025

CLOSING DATE: FRIDAY 20TH JUNE 2025

CLOSING TIME: 12:00 Noon

Email address: *procurement@kitui.go.ke*

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

Date: **12th June,2025**

Reference No. **CGOKTI/MLHUD/RFP/004/2024-2025**

Negotiation No: 1892857

Contract Name: **CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF A LAND INFORMATION MANAGEMENT SYSTEM (LIMS) FOR COUNTY GOVERNMENT OF KITUI.**

TO:

All Interested and eligible Bidders

Dear Messrs._____

1. The **County Government of Kitui through the County Ministry of Lands Housing and Urban Development** has set aside funds in its budget or has received financing from **GOK** toward the cost of the subject consulting services.

2. The Procuring Entity now invites proposals to provide the following consulting services (here in after called "the services") **CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF A LAND INFORMATION MANAGEMENT SYSTEM (LIMS) FOR COUNTY GOVERNMENT OF KITUI)**
   More details on the Services are provided in Section 8 Terms of Reference.

4. If a Consultant 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. A firm will be selected under **Quality and Cost Based Selection (QCBS) 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.

7. The: Section 1: Letter of Request for Proposals Section2: Instructions to Consultants and Data Sheet

Section 3: Technical Proposal Standard Forms
Section 4: Financial Proposal Standard Forms
Section 5: Terms of Reference
Section 6: Standard Forms of Contract (Select: Time-Based or Lump-Sum])

8. Please inform us by [insert date], in writing at the address below or by E-mail *[procurement@kitui.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).

9. 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

Accounting Officer
Ministry Of Lands, Housing and urban development Date:
Thursday, 12th June,2025

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

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

A. GENERALPROVISIONS

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 the Procuring Entity under the Contract.

e) “Contract” means a legally binding written agreement signed between the Procuring Entity 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)
Section2thatisusedtoreflect 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, Subconsultant 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 the Procuring Entity 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 the Procuring Entity 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 Section2 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 the Procuring Entity to the Consultants.

o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Subconsultant
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 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 the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity 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 preproposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Entity 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 the Procuring Entity'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 the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. 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 hall 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 the Procuring Entity 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 Subconsultants) 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 the Procuring Entity's staff: a Consultant (including its Experts and Subconsultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity 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, the Procuring Entity 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 The Procuring Entity 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, the Procuring Entity 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 websitewww.cak.go.ke

6.4 Public Officers of the Procuring Entity, 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, Subconsultants, 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 the procuring entity.

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 the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity 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 the Procuring Entity 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 anticompetitive 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 s 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 NonKey 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 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity 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 asprovidedinITC12.7.

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 the Procuring Entity 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 the Procuring Entity, 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 the Procuring Entity.

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 the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity 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 the Procuring Entity 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, the Procuring Entity 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 fall amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to 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 solon gas 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) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity'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 nonresponsive.

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 the Procuring Entity 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 the Procuring Entity 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 been 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 the Procuring Entity.

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, the *Procuring Entity* 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 the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity'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 the Procuring Entity 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 valuators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity 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 The Procuring Entity'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. a) Firm has submitted the required number of copies of the Technical Proposals.

b) Firm has submitted a sealed financial proposal.

c) The Proposal is valid for the required number of days.

d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.

e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.

f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.

g) Key Experts are from eligible countries.

h) Key Experts do not appear in more than one proposal, if so required.

i) A short-listed firm has not participated in more than one proposal, if so required.

j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.

l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.

m) The firm has not proposed employing public officials, civil servants and employees of public institutions.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected 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, the Procuring Entity 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, the Procuring Entity 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 result s 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 the Procuring Entity'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 the Procuring Entity 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 the Procuring Entity'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 the Procuring Entity 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, the Procuring Entity 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 sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity 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 the Procuring Entity is concerned that it (the Procuring Entity) 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, the Procuring Entity 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. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity 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 the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity 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. The Procuring Entity'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), the Procuring Entity'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 the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

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

30.1 The Procuring Entity 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 the Procuring Entity 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 the Procuring Entity 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 theavailabilityofallKeyExpertsincludedintheProposalasapre-requisite 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 the Procuring Entity 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 in capacity. 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, the Procuring Entity'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 aremuchhigherthanthetypicallychargedratesbyconsultantsinsimilarcontractsortheprofessional practice. In such case, the Procuring Entity 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, the Procuring Entity 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, the Procuring Entity

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, the Procuring Entity 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, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity 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, the Procuring Entity 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, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity 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, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity'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, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (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 the Procuring Entity, 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 the Procuring Entity'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 be used: (a**) Yes** If Yes; Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: [***IFMIS -*** treasury.go.ke -**https://www.ifmis.go.ke/]** The electronic-procurement system shall be used to manage the following part of the RFP process: *Issuing RFP, submissions of technical and financial Proposals, opening of Proposals, Evaluation and Award of proposals*

2.1	**COUNTY GOVERNMENT OF KITUI** **MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT** **P.O BOX 33-90200 KITUI** Email address: *procurement@kitui.go.ke* The consultant selection method is: Quality and Cost Based Selection Method (QCBS)
2.2	The name of the assignment is**: CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF A LAND INFORMATION MANAGEMENT SYSTEM (LIMS) FOR COUNTY GOVERNMENT OF KITUI** Contract / Request for Proposals (RFP) No: **CGOKTI/MLHUD/RFP/004/2024-2025** Negotiation no**: 1892857**
2.3	A pre-proposal conference will be held: **No**
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: ___ **Detailed Terms of reference**

6.2	Maximum number of members in the Joint Venture (JV) shall be: **N/A**
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	The Proposal shall comprise the following: Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence AND Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses ***NB: Attach in the IFMIS System***
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is **NOT** permissible:

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

12.1	Proposals must remain valid for ***140*** **days** after the proposal submission deadline.
13.1	Clarifications may be requested no later than **3 WORKING DAYS** prior to the submission deadline. The contact information for requesting clarifications is: _____ E-mail**:** *procurement@kitui.go.ke*
14 (b) (do not use for Fixed Budget method)	***N/A***

14 (c) and 26.2 [use for Fixed Budget method]	***N/A***
14 (d)	Key Experts shall not appear in more than one proposal: **YES**
16.1(b)	***N/A***
16.2	A price adjustment provision applies to remuneration rates: **N/A**
16.3	**N/A**

16.4	The Financial Proposal should state local costs in **Kenya Shillings**
C. Submission, Opening and Evaluation	
17.1	The Consultants "shall submit their Proposals electronically.
17.5	The Consultant must submit: (a)Technical Proposal: (b)Financial Proposal: ***Through the IFMIS system***.
18.5	The Proposals must be submitted no later than: Date: **20th Friday, 2025** Time: ***12:00 Noon.*** The Proposal submission address is: Online: *IFMIS - www.ifmis.go.ke*
20.1	An online option of the opening of the Technical Proposals is offered: **YES: -** *IFMIS www.ifmis.go.ke* The opening shall take place at: N/A
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals ***"N/A***

22.1	Other eligibility and mandatory criteria shall be**: As per the Evaluation criteria**

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

22.2	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: [Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria] **As per the Technical evaluation criteria under section V (TOR)** Points (I) Specific experience of the Consultant, as a firm, relevant to the Assignment: [10] (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): (a) Technical approach and methodology [15] (b) Work plan [30] (c) Organization and staffing [] Total points for criterion (ii): [50]

	[Notes to Consultant: The Procuring Entity will assess whet5her the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts] (iii) Key Experts' qualifications and competence for the Assignment: {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant} (a) Position K-1: [Team Leader] [Insert points] (b) Position K-2: [Insert position title] [Insert points] (c) Position K-3: [Insert position title] [Insert points] ETC. Total points for criterion (iii): [30 - 60] The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights: (1) General qualifications (general education, training, and experience): [insert weight between 10 and 30 %] (2) Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments): [insert weight between 60 and 70%] (3) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [insert weight between 0 and 10 %] Total weight: 100% (iv) Transfer of knowledge and training program (relevance of approach and methodology): [Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided] (a) Relevance of training program [Insert points] (b) Training approach and methodology [Insert points] (c)Qualifications of experts and trainers Insert points]

	Total points for criterion (iv): [0 – 10] (v) Participation by Kenya citizens among proposed Key Experts [0 – 10] [not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' timeinput (in person-months) in the Consultant's Technical Proposal] Total points for the five criteria: 100 The minimum technical score (St) required to pass is: __**70**_____[Insert number] [Notes to Procuring Entity: the indicative range for the minimum technical score required to pass is 70 to 85 on a scale of 1 to 100]
	TECHNICAL EVALUATION

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

	Bidders shall be required to obtain a minimum of Seventy (70) marks at the Technical Evaluation in order to qualify to proceed to next Financial Evaluation stage. **FINANCIAL EVALUATION** ▯ Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further. Bids with arithmetic errors shall be disqualified at the financial evaluation stage. The tender sum as submitted and read out during the financial tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way as per guidance from (PPADA, Section82and ITC clause 24).

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	• Financial Score (FS)The formulae for determining the Financial Score (FS) shall be as follows: - FS= 100 X FM/F where FS is the financial score; FM is the lowest priced bidder and F is the price of the bidder under consideration. • (Combined Technical and Financial Scores (S) Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + P = I) indicated below. The combined technical and financial score, S, shall be calculated as follows: -S = TS x T % + FS x P %Weighting = 0.70 P = 0.30 Award Criteria: The firm achieving the highest combined technical and financial score will be awarded the contract
23.4	An online option of the opening of the Financial Proposals is offered: Yes

25.2	N/A

26.1	N/A
29.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
31	The Standstill Period shall be: **-14 Days**
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: ***Shall be communicated if need Arise.***
35.2	Expected date for the commencement of the Services: to be communicated
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done after the contract signing

37.1	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: For the attention: ***Ag. Director, Supply Chain Management Services*** Title/position: ***Director*** Procuring Entity: **Kitui County- Ministry of Lands, Housing and Urban Development** Email address*: procurement@kitui.go.ke* In summary, a Procurement-related Complaint may challenge any of the following:
Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	(i) the terms of the Tender Documents; and (ii)the Procuring Entity's decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: ***The Chief Officer*** **, Ministry of Lands, Housing & urban development**

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 the Procuring Entity 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 anticompetitive 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 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 anticompetitive 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_____(*specify website*) 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 the Procuring Entity 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 *{In full and initials}:* Name and Title

of Signatory:

Name of Consultant *(company's name or JV's name):* Contact information *(phone and email):*

{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}

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 followingstatementsthatIcertifytobetrueandcompleteineveryrespect:

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)

(Appendix shall not be modified) **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, Subconsultants, 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 the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

(5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity 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 the procuring entity;

(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, the Procuring Entity:

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 processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor,
andincludescollusivepracticesamongsttenderersprior tooraftertendersubmissiondesignedtoestablish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award[1] 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 inspect[2] 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 the Procuring Entity 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 Nº 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:	Nº 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: COMMENT SAND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, 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 the Procuring Entity. 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 the Procuring Entity), 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:.....}												
N													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity'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 2011present]	[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 the Procuring Entity, 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-DECLARATIONFORMS

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 the Procuring entity)* 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 the Procuring entity)* 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 the Procuring entity)* which is the procuring entity.
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 the procuring entity).*
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) (Date)

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. FINANCIALPROPOSAL - 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

..... {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.

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}*

FORM FIN-

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}

2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{*Insert Foreign Currency # 1*}	{*Insert Foreign Currency # 2, if used*}	{*Insert Foreign Currency # 3, if used*}	{*Insert Local Currency, if used and/or required (16.4*
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				

FORM FIN-

Taxes:				
{insert type of tax· e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{*insert type of tax*}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

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 the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration

FORM FIN-

No	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{*Currency # 1- as in FIN2*}	{*Currency # 2- as in FIN2*}	{*Currency# 3- as in FIN2*}	{*Local Currency- as in FIN2*}
	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, the Procuring Entity 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) theaway-fromhomeofficeallowancesindicatedbelowarethosethattheConsultanthasagreedtopayforthis 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 profitsharing.

..... *[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/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									

Procuring Entity's Country									

{* 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. The Procuring Entity 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:

Leave cost as percentage of salary = $\frac{\text{total days leave x 100}}{[365 - w - ph - v - s]}$

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 the Procuring Entity 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. The Procuring Entity 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 the Procuring Entity. 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 FIN2}	{Local Currencyas in FIN2}
	{e.g., Per diem	{Day}						
	allowances**} {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							
	reports} {e.g., Office rent }							
	.....							
	{Training of the Procuring Entity'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.

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SECTION 1: CHAPTERS 1-2

TECHNICAL SPECIFICATIONS FOR REQUEST FOR PROPOSAL (RFP):

DESIGN, DEVELOPMENT, INSTALLATION, DEPLOYMENT, TESTING, COMMISSIONING AND MAINTENANCE OF A LAND INFORMATION MANAGEMENT SYSTEM (LIMS) FOR COUNTY GOVERNMENT OF KITUI

Tender No.: CGoKTI/LPPHS/RFP/001/2025

Issue Date: 12TH JUNE 2025

Proposal Submission Deadline: 20TH JUNE 2025

1. EXECUTIVE SUMMARY

The County Government of Kitui seeks to develop and implement a seamless, cloud-based, and AIpowered Land Information Management System (LIMS) to enhance land records security, improve accessibility and reduce transaction costs. This centralized digital platform will:

- Streamline land administration through digitization of records
- Integrate geospatial data with textual land information
- Facilitate secure, paperless transactions
- Enhance transparency, efficiency, and accountability
- Prevent fraud and ensure reliable land records management
- Provide seamless interoperability with government registries, GIS providers, and payment gateways
- Support revenue optimization through accurate property information
- Modernize land administration through automation and security compliance
- Implement scalable infrastructure for sustainable governance

Through automation, security compliance, and scalable infrastructure, LIMS will modernize land administration for sustainable, efficient, and transparent governance.

2. PROJECT BACKGROUND

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Kitui County covers 30,496 km² with approximately 1.1 million residents across eight (8) sub-counties, forty (40) wards and 247 villages. The county faces significant challenges in land administration:

- **Fragmented Records Management**: Manual systems vulnerable to loss, tampering, and inefficiencies
- **Limited Accessibility**: Physical visits required to retrieve basic information
- **Poor Integration**: Insufficient connection between spatial and textual land data
- **Processing Delays**: Complex manual workflows for land transactions and documentation
- **Revenue Collection Challenges**: Incomplete or outdated property information
- **Limited Planning Capabilities**: Inadequate tools for urban planning and development control
- **Record Vulnerability**: Many records exist only in paper form with inadequate storage These challenges collectively result in service delivery delays, revenue loss, land conflicts and obstacles to effective development planning. The Land Information Management System will address these issues by creating a modern, integrated and secure platform for all land-related information and processes.

SECTION 2: CHAPTERS 3-4

3. PROJECT OBJECTIVES

The LIMS project aims to achieve the following key objectives:

1. **Centralized Land Data Management**: To create a unified database of land records, ownership details, cadastral information, and spatial data for easy access and management.
2. **Enhanced Urban Planning**: To provide tools for analysing land use patterns, supporting zoning decisions, and enabling data-driven urban development initiatives.
3. **Improved Accessibility and Transparency**: To allow stakeholders, including government agencies and the public, to access accurate land information easily, fostering transparency and accountability.
4. **Revenue Optimization**: To improve revenue collection from property taxes and land rates by maintaining accurate and up-to-date property and ownership information.

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5. **System Integration**: To enable seamless integration with Revenue Management System, GIS platforms, national land systems, and other government databases, ensuring consistency and interoperability.
6. **Regulatory Compliance**: To ensure land records comply with legal and regulatory frameworks while safeguarding property rights and reducing disputes.
7. **Decision Support**: To provide reliable data for informed decision-making in areas like land allocation, environmental management, and infrastructure planning.
8. **Disaster Recovery and Resilience**: To safeguard land records against loss or damage through secure digital backups, business continuity and disaster recovery plans.

4. SCOPE OF WORK

The selected bidder will be responsible for designing, developing, deploying, and maintaining the LIMS, which shall include but not be limited to the following:

4.1 System Design, Development and Implementation

- End-to-end design and development (frontend and backend)
- Requirements analysis and system architecture design
- Database design and application development
- User interface design with iterative prototyping
- System integration and deployment
- mplementation across county offices in a phased approach

4.2 Data Migration

- Secure transfer of existing land records into the new system
- Capture of data from current systems (including LAIFOMS)
- Data cleansing, transformation, and reconciliation
- Migration of inconsistent formats and incomplete information
- Data integrity and validation procedures
- Collaboration with county staff to understand existing data structures

4.3 System Integration

- Seamless interoperability with Revenue Management System

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  Integration with government land registries and GIS providers
  Connectivity with payment gateways
  Design of integration interfaces and data exchange protocols
- Support for both real-time and batch data exchange
- Collaboration with external system owners

4.4 Security & Compliance

- Implementation of industry-standard security measures
- Comprehensive security controls (authentication, authorization, encryption)
- Audit logging and intrusion detection
- Source code maintenance in auditable and fault-tolerant system
- Compliance with relevant national and county legislation
- Security assessments and audits

4.5 Training

- Comprehensive training materials and user manuals
- Training tailored to different user categories
- Classroom sessions, practical exercises and on-the-job training
- Knowledge transfer to county staff
- Ongoing system support

4.6 Testing and Quality Assurance

- Rigorous testing methodologies including user acceptance tests (UAT)
- Comprehensive testing plans covering functional, integration and performance testing
- Security testing and user acceptance testing
- Testing at various project stages with regression testing
- Documentation of test results and issue resolution

4.7 System Use & Interoperability

- Ease of use for citizens and County Government staff
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- Accessibility via different platforms (WEB, WAP, USSD, ANDROID, Windows, iOS)
- Intuitive, responsive, and consistent user interfaces

  Support for accessibility requirements

  Cross-platform compatibility and testing

4.8 Reports

- Executive and detailed reports
- Dashboards for real-time monitoring
- Customization of reports according to county requirements
- Standard reports, ad-hoc queries and analytical dashboards
- Data exports in various formats
- Visual techniques to enhance data comprehension

4.9 Maintenance and Support

- System maintenance, bug fixes, updates, and upgrades
- User support services
- Help desk and customer service request system
- Preventive, corrective, adaptive and perfective maintenance
- Multiple support channels (phone, email, web portal)
- Appropriate escalation procedures

SECTION 3: CHAPTER 5

5. KEY DELIVERABLES

The selected bidder shall provide the following deliverables:

5.1 System Design & Architecture Document

- Comprehensive blueprint detailing system components and workflows
- Technical architecture including hardware, software, and network components
- Security architecture and infrastructure specifications
- Detailed diagrams and technical specifications
- Design decisions with rationale
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Foundation for system development and future enhancements

5.2 Developed & Deployed LIMS

Fully functional system with all core and optional modules

Complete software solution properly installed and configured

Operational system accessible to all designated users

All modules thoroughly tested and integrated

- Appropriate user interfaces and security controls
- Reporting capabilities meeting all requirements

5.3 Data Migration Report

- Documentation of data migration process and methodologies
- Details on data extraction, transformation, and loading processes
- Mapping between source and target data structures
- Transformation rules and validation checks
- Statistics on migrated records
- Verification of data integrity and completeness

5.4 Data Hosting

- Private cloud environment compliant with Data Protection Act
- Appropriate security controls and performance capabilities
- Scalability features and data protection measures
- Backup and disaster recovery procedures
- Documentation of hosting environment
- Compliance with regulatory requirements

5.5 System Integration & API Documentation

- Detailed reference for APIs and system interactions
- Comprehensive specifications of all system APIs
- Documentation of integrations with external systems
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- Data exchange protocols and transformation rules
- Error handling procedures
- Structured and searchable technical documentation

5.6 Security & Compliance Assessment Report

- Findings from security audits and vulnerability assessments
  Documentation of security assessment methodology

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  Penetration test results and compliance checks

  Recommendations for addressing vulnerabilities
- Implementation timelines for security enhancements
- Assessment of compliance with relevant legislation

5.7 Testing & Quality Assurance Reports

- Results of unit, integration, performance, and security tests
- UAT and regression testing documentation
- Testing methodology and test cases
- Performance metrics under various load conditions
- User feedback and acceptance criteria verification
- Issue identification and resolution documentation

5.8 Training & User Documentation

- User manuals and administrator guides
- Instructional videos and training schedules
- Documentation for different user categories
- Training materials including presentation slides and exercises
- Assessment tools and reference materials
- Print and electronic format documentation

5.9 Final Project Implementation Report

- Summary of project execution and key milestones
- Documentation of challenges faced and resolutions
- Lessons learned and project performance metrics
- Schedule adherence and budget utilization
- Quality metrics and outcomes
- Reference for future projects

5.10 Maintenance & Support Plan

- Framework for post-deployment support
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- Service level agreements (SLAs) and escalation procedures

  Continuous improvement strategies

  Preventive maintenance schedules

  Update procedures and support channels

  Performance monitoring and enhancement strategies

SECTION 4: CHAPTER 6 - PART 1

6. SYSTEM REQUIREMENTS

6.1 Functional Requirements

6.1.1 Land Records Management

- Complete land parcel registration and documentation system
- Automated title deed processing and issuance
- Comprehensive ownership history and transaction tracking
- Document management with version control
- Advanced search and retrieval functionality
- Workflow management for land transactions
- Integration with physical records through scanning and indexing

6.1.2 Cadastral Management

- Parcel mapping and spatial data management
- Survey data processing and validation
- Boundary dispute management tools
- Sub-division and amalgamation processing
- Cadastral map generation and printing
- Historical cadastral information tracking
- Support for multiple coordinate systems and transformations

6.1.3 Land Use Planning and Zoning

- Zoning regulations management
- Development control and building permit tracking
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- Land use classification and change tracking
- Master plan integration and visualization
- Planning approval workflow automation

  Variance and exception tracking

  Environmental considerations and restrictions

6.1.4 Valuation and Taxation

- Property valuation data management
- Automated land rate and rent calculation
- Revenue projection and forecasting tools
- Payment tracking and reconciliation
- Defaulter management and notification system
- Valuation roll generation and management
- Integration with county revenue systems

SECTION 5: CHAPTER 6 - PART 2

6.1.5 Reporting and Analytics

- Standard reports generation (predefined)
- Ad-hoc query and report builder
- Statistical analysis of land data
- Performance dashboards for management
- Trend analysis and visualization
- Export capabilities (PDF, Excel, CSV, shapefile)
- Scheduled report distribution

6.1.6 Public Portal and Services

- Land information search for citizens
- Online application for land services
- Application status tracking
- Fee payment interface
- Public land information visualization

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- Feedback and complaint submission
- Mobile-responsive design for field access

6.1.7 Administration and Security

- User management and access control

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  Audit trail and activity logging
  System configuration and customization
  Backup and recovery management
- Security policy enforcement
- System performance monitoring
- Master data management

6.2 Architectural Requirements

6.2.1 Software Architecture

- Multi-tier architecture (presentation, application, data layers)
- Service-oriented architecture for integration
- Web-based application with responsive design
- Support for mobile and field-based operations
- Modular design for scalability and extensibility
- Open standards-based integration framework

6.2.2 Cloud Architecture

- Private cloud-based deployment
- High availability and redundancy (fault tolerance)
- Elastic scaling to accommodate growth
- Secure data storage and transmission
- Comprehensive disaster recovery capabilities
- Automated backup and restoration

6.2.3 Hardware Architecture

- Server infrastructure for application and database hosting
- Storage solutions for documents and spatial data
- Network infrastructure for secure access

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- Client hardware specifications for optimal performance
- Mobile device support for field operations

Printing and scanning infrastructure for document management

SECTION 6: CHAPTER 6 - PART 3

6.3 Performance Requirements

6.3.1 Response Time Requirements

- Standard web page loading: < 3 seconds
- Database query response: < 5 seconds for 95% of queries
- Complex spatial query response: < 10 seconds
- Report generation: < 30 seconds for standard reports
- Document retrieval: < 5 seconds
- Map rendering: < 8 seconds for standard views
- Search operations: < 3 seconds for simple searches
- Transaction processing: < 10 seconds for standard transactions

6.3.2 Throughput Requirements

- Support for minimum 150 concurrent users
- Transaction processing capacity: 10,000 transactions per day
- Document storage capacity: 500,000 documents
- Spatial data processing: 1,000 parcels per day
- Batch processing capacity: 50,000 records per hour
- API request handling: 100 requests per second

6.3.3 Scalability Requirements

- Horizontal scalability to support user growth
- Storage scalability to 10+ years of land records
- Performance maintained with 2 million land records
- Support for 500 concurrent users at peak times
- Ability to add new modules without redesign
- Support for 8 sub-counties and 40 wards
- Capacity for 50,000 new land transactions annually

6.3.4 Availability Requirements

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System availability: 99.5% during working hours (8am-5pm weekdays)
Scheduled maintenance windows outside working hours

Maximum unplanned downtime: 4 hours per month

Disaster recovery time objective (RTO): < 24 hours

- Recovery point objective (RPO): < 1 hour of data loss
- Backup frequency: Minimum daily incremental, weekly full

6.4 User Requirements

6.4.1 User Categories and Counts

- System Administrators: 5
- Power Users (Department heads and senior officials): 15
- Core Users (Land officers, surveyors, planners): 50
- Standard Users (Support staff): 80
- Field Officers: 30
- Read-Only Users (County officials for reports): 100
- External Agency Users: 20
- Public Portal Users: Unlimited
- Total Named Users: 300
- Concurrent Users: 150 (minimum)

6.4.2 User Access by Department

- County Lands Department: 60 users
- Physical Planning Department: 40 users
- Survey Department: 35 users
- Valuation and Rating Department: 25 users
- Revenue Department: 20 users
- Legal Department: 5 users
- County Executive: 50 users
- County Assembly: 15 users
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- ICT Department: 10 users
- Sub-County Offices (8): 40 users Ward Administrators (40): 40 users

6.4.3 User Growth Projections

- 20% annual growth over three years
- Target of approximately 450 named users by year three
- Concurrent usage potentially reaching 225 users by year three
- Distribution across different user categories and departments

SECTION 7: CHAPTER 7 - PART 1

7. SYSTEM COMPONENTS AND MODULES

7.1 Key Components

7.1.1 Geospatial Data Collection and Integration (GIS)

- Geographic Information Systems technology for spatial data management
- Cadastral maps, administrative boundaries, and thematic layers
- Standard spatial operations (overlay, buffer, proximity analysis)
- Map creation, editing, and visualization tools
- Integration of satellite imagery and aerial photography
- Spatial data infrastructure compliance

7.1.2 Cadastral Data Management

- Detailed parcel information including ownership and boundaries
- Parcel creation, subdivision, and amalgamation operations
- Historical records of parcel changes
- Spatial integrity enforcement
- Legal descriptions and survey references
- Rights, restrictions, and responsibilities recording

7.1.3 Land Use Planning Tools

- Analysis of current land use patterns

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- Planning for future development Environmental impact assessment Zoning and development control

  Urban growth modeling

  Infrastructure planning support

7.1.4 Land Valuation Modules

- Property value calculation based on land characteristics
- Market trends analysis
- Mass valuation capabilities
- Comparable sales analysis
- Valuation roll management
- Appeal and objection handling

7.1.5 Legal and Administrative Frameworks

- Integration with land laws and regulations
- Administrative processes automation
- Compliance monitoring and enforcement
- Legal document generation
- Rights and restrictions management
- Administrative boundary management

7.1.6 Data Analysis and Reporting

- Reporting and analytics capabilities
- Data visualization and dashboards
- Statistical analysis and trend identification
- Decision support tools
- Performance indicators tracking
- Customizable reporting templates
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SECTION 8: CHAPTER 7 - PART 2

7.1.7 Data Capture and Integration

Field data collection tools

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- Integration with existing systems
- Data import and export capabilities
- Quality control and validation
- Batch processing capabilities
- Real-time data collection

7.1.8 User Interfaces for Data Visualization

- Intuitive access to land information
- Map-based visualization
- Searching and filtering capabilities
- Thematic mapping
- Chart and graph generation
- Mobile interfaces for field operations

7.1.9 Security and Access Control

- Protection of sensitive land information
- Role-based access control
- Audit trails and activity monitoring
- Data encryption and security protocols
- Privacy protection measures
- Security policy enforcement

7.1.10 Metadata Management

- Information about data sources and quality
- Data lineage tracking
- Format and attribute documentation
- Data quality standards
- Update frequency and responsibility

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- Standards compliance documentation

7.1.11 Interoperability Standards

Seamless data exchange capabilities

- Standards-based integration
- API and web services
- Common data models
- Exchange formats compliance
- Integration with national systems

7.2 Core Modules

7.2.1 Land Registration and Records Database

- Land parcel registration and management
- Ownership records maintenance
- Transaction history tracking
- Document management and archiving
- Record searching and retrieval
- Workflow automation for registration

7.2.2 Registry File Movement and Tracking

- Document routing and approval workflows
- Status tracking and notifications
- Audit trails and activity logging
- Performance metrics and bottleneck identification
- Electronic file management
- Document check-in/check-out controls

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SECTION 9: CHAPTER 7 - PART 3

7.2.3 Official Property Search Processing

- Property search requests management
- Search results generation and delivery Fee calculation and payment processing
  Search history and results archiving
  Online search request submission
  Response time monitoring

7.2.4 GIS Spatial Analysis and Presentation

- Spatial data management and visualization
- Thematic mapping and analysis
- Cadastral overlay on base maps
- Spatial query and analysis tools
- Map production and printing
- Mobile GIS capabilities

7.2.5 Consent to Charge Processing

- Application receipt and validation
- Approval workflow and decision management
- Fee calculation and collection
- Certificate generation and issuance
- Application status tracking
- Document verification

7.2.6 Property Transfer Processing

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- Transfer application management
- Due diligence and verification
- Approval workflow and processing
- Title update and certificate issuance
- Fee calculation and payment
- Transfer history maintenance

7.2.7 Property Caveat Processing

- Caveat application and registration
- Notification and verification mechanisms Caveat removal processes

  Reporting and alerting functions

  Duration management

  Legal verification

7.2.8 Allotment Letters Processing

- Application management and verification
- Approval workflow and processing
- Letter generation and issuance
- Status tracking and reporting
- Conditions management
- Integration with land allocation process

SECTION 10: CHAPTER 7 - PART 4

7.2.9 Dispute Resolution

- Recording and tracking of land disputes
- Legal resolution workflows

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- Document management for case files
- Decision tracking and enforcement
- Notification and communication tools
- Alternative dispute resolution support

7.2.10 Citizen Public Portal

- Citizen access to land records
- Online application submissions
- Secure payment gateway
- Status tracking and notifications
- Public information dissemination
- Feedback collection

7.2.11 System Setup

System configuration and customization

Reference data management

Workflow definition and management

Forms and template management

- Code lists and lookups administration
- System parameters configuration

7.2.12 System Security Administration

- User management and access control
- Role-based permissions system
- Audit logging and security monitoring

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- Security policy enforcement
- Password management
- Security incident handling

SECTION 11: CHAPTER 8 - PART 1

8. PROJECT IMPLEMENTATION PHASES AND TIMELINE

8.1 Project Phases: One-Year Timeline

8.1.1 Phase 1: Project Initiation and Planning (Month 1)

- Project kickoff and governance structures establishment
- Detailed requirements gathering and stakeholder analysis
- System architecture and implementation planning
- Procurement of necessary hardware and software resources
- Baseline assessment of existing systems and processes
- Risk identification and mitigation planning

8.1.2 Phase 2: System Design and Development (Month 2-3)

- Detailed system design and prototyping
- Database design and development

  Core system modules and functionalities development

  Integration framework development

  User interface design and usability testing

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  First-level system testing and quality assurance
- Iterative development with regular stakeholder feedback

8.1.3 Phase 3: Initial Data Migration and Integration (Month 3-4)

- Data standards and migration protocols development
- Pilot digitization of critical land records
- Initial migration of priority data sets
- Basic integration with key existing systems
- Core spatial data acquisition and processing
- Quality control and data validation • Data reconciliation and verification

8.1.4 Phase 4: Core System Deployment and Testing (Month 5-6)

- Deployment of core system functionality
- Configuration and setup for priority departments
- Initial system training for key users
- User acceptance testing of core functionality
- Refinement based on user feedback
- Performance testing and optimization
- Security assessment and remediation

SECTION 12: CHAPTER 8 - PART 2

8.1.5 Phase 5: Incremental Module Implementation (Month 7-12)

- Phased rollout of remaining system modules
- Department-by-department implementation
- Ongoing data migration and enrichment
- Advanced training for specialized functions
- Integration with additional external systems

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  - Public portal deployment and citizen access Continuous improvement and refinement
    Post-implementation support and stabilization

8.2 Detailed Implementation Timeline

Activity	**Month**
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Phase 1: Project Initiation and Planning	
Project kickoff and governance setup	■
Requirements gathering and analysis	■
System architecture planning	■
Hardware/software procurement	■
Phase 2: System Design and Development	
Detailed system design	
Database design and development	
Core modules development	
User interface development	
System testing and QA	
Phase 3: Initial Data Migration and Integration	
Data standards development	
Pilot digitization of critical records	
Initial data migration	
Basic system integration	
Phase 4: Core System Deployment and Testing	
Core system deployment	
Configuration for priority departments	
Initial user training	

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User acceptance testing	
System refinement	
Phase 5: Incremental Module Implementation	
Lands Department implementation	
Physical Planning Department	
Survey Department	
Valuation Department	

Revenue and Legal Departments	
Public portal deployment	
Ongoing data migration and integration	
Advanced training	
System stabilization and support	

SECTION 13: CHAPTER 8 - PART 3

8.3 Module Implementation Priority

Priority	Module	Target Implementation Month
1	Land Registration and Records Database	Month 7
2	GIS Spatial Analysis and Presentation	Month 7-8
3	Official Property Search Processing	Month 8
4	Registry File Movement and Tracking	Month 8-9
5	Property Transfer Processing	Month 9-10
6	Valuation and Taxation	Month 10
7	Consent to Charge Processing	Month 10-11
8	Property Caveat Processing	Month 11
9	Allotment Letters Processing	Month 11
10	Dispute Resolution	Month 11-12

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11	Citizen Public Portal	Month 11-12

9. TECHNICAL SPECIFICATIONS

9.1 General Technical Requirements

9.1.1 Language Support

- Support for both English and Kiswahili
- ISO character set support for both languages
- Appropriate sorting methods for both languages
- Multilingual user interface
- Language selection capability
- Unicode compliance

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9.1.2 Electrical Power

- Operation on 240v +/- 20v, 50Hz +/- 2Hz
- Standard Kenyan power plugs
- UPS backup for critical components (minimum 30 minutes runtime)
- Power protection features
- Energy efficiency considerations
- Backup power planning

9.1.3 Environmental

- Operation in 10-35 degrees centigrade
- Relative humidity range of 20-80 percent
- Dust conditions of 0-40 grams per cubic meter
- Environmental protection measures
- Equipment durability for local conditions
- Proper ventilation requirements

SECTION 14: CHAPTER 9 - PART 2

9.2 Computing Hardware Specifications

9.2.1 Server Infrastructure

- Enterprise-grade servers for application, database and GIS functions
- Virtualization capabilities for resource optimization
- High-performance processors and memory
- Redundant power supplies and hot-swappable components
- RAID configuration for data storage with redundancy
- Scalability for future growth

9.2.2 Storage Solutions

- Enterprise storage system with scalability
- Tiered storage architecture for cost-effective data management
- Backup and archiving capabilities
- Support for document management and spatial data
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  Disaster recovery features

  Storage optimization technologies

9.2.3 Network Infrastructure

- High-speed LAN for county headquarters
- WAN connectivity for sub-county offices
- Secure remote access capabilities
- Firewall and intrusion prevention systems
- Quality of service (QoS) for critical operations
- Mobile network support (3G/4G) for field operations

9.2.4 Client Workstations

- Specifications for optimal system performance
- Support for standard operating systems
- Browser compatibility requirements
- Minimum hardware requirements for GIS operations
- Mobile device specifications
- Peripheral device support

9.3 Software Specifications

9.3.1 System Software

- Modern operating systems for servers and clients
- Database management system with spatial capabilities
- GIS platform for spatial data management
- Web server and application server software
- Virtualization and container technologies
- Backup and recovery software

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- Security and monitoring tools

SECTION 15: CHAPTER 9 - PART 3

9.3.2 Application Software

Land administration modules (as specified)

GIS software for spatial data management

Document management system

Workflow management software

- Reporting and analytics tools
- ntegration middleware
- Public portal and mobile applications

9.3.3 Development Technologies

- Modern programming languages and frameworks
- Database design and management tools
- GIS development tools
- Web and mobile development frameworks
- API development and management tools
- DevOps and continuous integration tools
- Testing and quality assurance tools

9.4 Integration Requirements

9.4.1 External Systems Integration

- National Land Information Management System (NLIMS)
- Integrated Financial Management Information System (IFMIS)
- County Revenue Collection System
- eCitizen portal
- Banking payment systems

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- National spatial data infrastructure
- Mobile money platforms

9.4.2 Integration Methods

- API-based integration (REST, SOAP)
- Database-level integration where appropriate

  File-based integration for batch processes

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  Real-time and batch integration capabilities

  Event-driven integration for transactional systems

  ETL processes for data migration

9.4.3 Integration Standards

- Open standards for data exchange
- Industry standard protocols for web services
- Standard formats for spatial data exchange
- Security standards for data transmission
- Versioning and compatibility management
- Documentation standards

SECTION 16: CHAPTER 9 - PART 4

9.5 Security Requirements

9.5.1 Authentication and Authorization

- Multi-factor authentication for sensitive operations
- Role-based access control
- Single sign-on capabilities
- Password policies and management
- Session management and timeout controls
- User privilege management

9.5.2 Data Security

- Encryption of data in transit and at rest
- Data masking for sensitive information
- Database security and access controls
- Document security and digital rights management
- Backup encryption and secure storage

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- Data leakage prevention

9.5.3 Network Security

Firewall protection for all system components

Intrusion detection and prevention

Network segregation and DMZ architecture

- VPN for secure remote access
- SSL/TLS for secure communications
- Network traffic monitoring

9.5.4 Audit and Compliance

- Comprehensive audit logging
- Security monitoring and alerting
- Compliance with data protection regulations
- Regular security assessments and penetration testing
- Incident response and reporting requirements
- Security governance framework

10. TESTING AND QUALITY ASSURANCE REQUIREMENTS

10.1 Testing Phases

10.1.1 Core System Testing (Month 3-6)

- Unit testing of individual components and modules
- Integration testing of connected system parts
- Functional testing of system capabilities
- Performance testing under expected load conditions

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- Security testing of authentication and authorization
- User interface testing for usability and accessibility
- Regression testing after bug fixes or enhancements

SECTION 17: CHAPTER 10 - PART 2

10.1.2 Module Implementation Testing (Month 7-12)

- Module-specific functional testing
- User acceptance testing for each module • Workflow and process validation
- Data integrity testing with migrated data
- Integration testing with other modules and systems
- Compatibility testing across platforms and devices
- Performance verification under production conditions

10.2 Testing Types

10.2.1 Functional Testing

- Verification of all specified system functions
- Workflow testing with real-world scenarios
- End-to-end business process testing
- Exception handling and error recovery testing
- Reporting and analytics functionality testing
- Compliance with functional requirements
- Cross-browser and cross-device testing

10.2.2 Performance Testing

- Load testing with simulated user loads
- Stress testing to determine system limits
- Endurance testing for system stability
- Response time verification under various conditions
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- Concurrent user access testing
- Resource utilization monitoring
- Scalability verification

10.2.3 Security Testing

Authentication and authorization testing

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- Penetration testing
- Vulnerability assessment
- Data protection verification
- Audit logging and monitoring testing
- Security control effectiveness evaluation
- Compliance with security requirements

10.2.4 User Acceptance Testing

- Testing by actual system users
- Scenario-based testing of common workflows
- Usability assessment
- Documentation effectiveness verification
- Training effectiveness assessment
- User satisfaction evaluation
- Acceptance criteria verification

SECTION 18: CHAPTER 10 - PART 3

10.3 Testing Documentation

10.3.1 Test Plans

- Test objectives and scope
- Testing approach and methodology
- Test environments and tools
- Entry and exit criteria

  Suspension and resumption criteria

  Resource requirements and schedule

  Risk assessment and mitigation

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10.3.2 Test Cases

- Detailed test steps and procedures
- Test input data requirements
- Expected results and success criteria
- Traceability to requirements
- Test environment setup instructions
- Prerequisites and dependencies
- Pass/fail criteria

10.3.3 Test Reports

- Summary of testing activities
- Test results and status
- Defects identified and resolved
- Test coverage analysis
- Performance metrics and benchmarks
- Recommendations for improvement
- Sign-off and approval documentation

11. TRAINING AND KNOWLEDGE TRANSFER

11.1 Training Requirements

11.1.1 User Training

- Training strategy tailored to different user roles
- Training curriculum for different user categories
- Training materials in English and Kiswahili

  Hands-on workshops and practical exercises

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  Assessment and certification of trained users

  Refresher courses for continuous skill development

11.1.2 Technical Training

- System administration training
- Database administration training
- GIS administration and management training
- Integration and API management training
- Customization and configuration training
- Troubleshooting and maintenance training

SECTION 19: CHAPTER 11 - PART 2

11.1.3 Management Training

- Executive overview of system capabilities
- Dashboard and reporting functionality
- System governance and policy management
- Performance monitoring and optimization
- Strategic planning for system evolution
- Change management and organizational alignment

11.2 Knowledge Transfer Requirements

11.2.1 Documentation

- Comprehensive system documentation
- Technical reference guides
- User manuals and quick reference guides
- Administrative procedures and guidelines
- Standard operating procedures
- Troubleshooting guides and FAQs
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11.2.2 Hands-on Transfer Shadowing and mentoring programs

On-the-job training with expert supervision

Collaborative problem-solving sessions

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  Knowledge sharing workshops
- Technical skills transfer sessions
- Cross-training for key personnel

11.2.3 Sustainability Planning

- Development of internal training capacity
- Train-the-trainer programs
- Establishment of system champions within departments
- Ongoing support and consultation mechanisms
- Regular knowledge refreshment sessions
- Documentation updates and maintenance procedures

11.3 Training Approach and Methodology

11.3.1 Training Schedule

- Phase 1 (Month 5-6): Core system training for key users
- Phase 2 (Month 7-12): Module-specific training aligned with implementation
- Ongoing refresher training throughout the project
- Technical staff training prior to departmental implementations
- Management training at key project milestones
- Public portal training prior to citizen access

SECTION 20: CHAPTER 11 - PART 3 AND CHAPTER 12

11.3.2 Training Delivery Methods

- Classroom-based training sessions
- Hands-on workshops and practical exercises

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  E-learning modules for self-paced learning
  On-the-job training and mentoring
  Refresher courses and advanced training
  Mobile training units for sub-county offices

11.3.3 Training Evaluation and Improvement

- Pre and post-training assessments
- User feedback collection and analysis
- Training effectiveness measurement
- Continuous improvement of training materials
- Adaptation to emerging needs and system changes
- Long-term training impact assessment

12. DOCUMENTATION REQUIREMENTS

12.1 System Documentation

12.1.1 System Architecture Documentation

- Overall system architecture and design
- Component diagrams and relationships
- Technology stack and platform specifications
- Integration architecture and interfaces
- Security architecture and controls
- Deployment architecture and infrastructure

12.1.2 Technical Documentation

- Database design and schemas
- API specifications and integration points
- Source code documentation
- Configuration specifications

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- Security implementation details
- Performance optimization guidelines

12.1.3 Operational Documentation Installation and setup procedures

Backup and recovery procedures

Maintenance routines and schedules

- Troubleshooting guides
- System monitoring procedures
- Disaster recovery procedures

SECTION 21: CHAPTER 12 - PART 2 AND CHAPTER 13 - PART 1

12.2 User Documentation

12.2.1 User Manuals

- Module-specific user guides
- Process and workflow documentation
- Screen-by-screen operational instructions
- Field descriptions and data entry guidelines
- Report generation and interpretation guidelines
- Error handling and troubleshooting for users

12.2.2 Quick Reference Guides

- Task-oriented quick reference cards
- Process flow diagrams
- Common function guides
- Shortcut and efficiency tips
- Frequently asked questions (FAQs)
- Troubleshooting checklists

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12.2.3 Online Help System

- Context-sensitive help
- Searchable knowledge base

  Interactive tutorials

  Video demonstrations

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  Tooltips and guidance messages
- Wizards for complex processes

12.3 Training Documentation

12.3.1 Training Materials

- Training curricula for different user roles
- Training presentations and handouts
- Exercise workbooks and practice data
- Assessment materials and tests
- Certificate templates and requirements
- Reference materials for post-training use

12.3.2 Training Administration

- Training schedules and logistics plans
- Trainer guides and scripts
- Training environment setup instructions
- Training progress tracking tools
- Attendance and certification records
- Training effectiveness evaluation tools

13. MAINTENANCE AND SUPPORT SERVICES

13.1 Warranty and Maintenance

13.1.1 Warranty Period

- Warranty coverage for 12 months after system acceptance
- Coverage of software defects and malfunctions
- Hardware warranty according to manufacturer terms
- Response times for different severity levels
- Resolution procedures and escalation paths
- Reporting mechanisms for warranty claims

SECTION 22: CHAPTER 13 - PART 2

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13.1.2 Preventive Maintenance

- Regular system health checks
- Performance tuning and optimization
- Database maintenance and optimization
- Software updates and patch management
- Security vulnerability assessments
- Capacity planning and scalability management

13.1.3 Corrective Maintenance

- Bug fixing and issue resolution
- Emergency patches for critical issues
- Root cause analysis for recurring problems
- Performance issue investigation and resolution
- Security incident response and remediation
- Data integrity issue resolution

13.2 Support Services

13.2.1 Technical Support During Implementation

- On-site support during core system deployment
- Help desk services during business hours
- Critical issue support 24/7
- Multi-channel support (phone, email, web portal)
- Knowledge base development and maintenance
- Remote diagnostics and troubleshooting

13.2.2 Service Levels

- Clearly defined service level agreements (SLAs)
- Priority levels for different types of issues
- Response time commitments
- Resolution time targets
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- Escalation procedures for unresolved issues
- Service level monitoring and reporting

13.2.3 System Updates and Upgrades

- Regular software updates and patches
- Feature enhancements and improvements
- Technology updates and modernization
- Performance and security improvements
- Compatibility updates for external systems
- Update testing and deployment procedures

SECTION 23: CHAPTER 13 - PART 3 AND CHAPTER 14 - PART 1

13.3 Post-Implementation Support

13.3.1 Ongoing Consultancy

- System optimization advice
- Best practice recommendations
- Process improvement consultation
- Technology evolution guidance
- Strategic planning support
- Change management assistance

13.3.2 Capacity Building

- Knowledge transfer to county ICT staff
- Advanced technical training
- Mentoring and coaching
- Skill development for system maintenance
- Operational excellence guidance
- Innovation and enhancement support

14. QUALIFICATIONS AND EXPERIENCE OF CONSULTANTS

14.1 Key Personnel Requirements

14.1.1 Project Manager / Team Leader

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Qualifications: • Advanced degree (minimum Master's) in Land Management, GIS, Computer Science, IT, or related field • Professional certification in Project Management (PMP, PRINCE2, or equivalent) • At least 10 years professional experience with 5+ years managing land information systems projects • Experience leading at least two successful LIMS implementations within the last 8 years

Specific Experience: • Experience with county governments or national government institutions in Kenya • Track record managing multi-stakeholder projects of comparable scope and complexity • Implementation experience in Kenya or East Africa • Knowledge of Kenyan land tenure systems and spatial data infrastructure • Familiarity with relevant legislation (Land Registration Act, Community Land Act, etc.) • Understanding of Kitui County's context • Strong leadership and stakeholder management skills

Responsibilities: • Overall project management and coordination • Liaison with Kitui County Government departments and stakeholders • Quality assurance and risk management • Resource allocation and team leadership • Project reporting and documentation • Alignment with county strategic plans and national frameworks

SECTION 24: CHAPTER 14 - PART 2

14.1.2 Senior Land Administration Specialist

Qualifications: • Advanced degree (minimum Master's) in Land Management, Surveying, Land Economics, or related field • Professional registration with relevant body (Institution of Surveyors of Kenya, etc.) • Minimum 8 years experience in land administration, cadastral systems, or land registration in Kenya • Experience in at least three land registration or cadastral modernization projects in Kenya

Specific Experience: • In-depth knowledge of Kenyan land tenure systems, policies, and legal frameworks • Experience in business process re-engineering within county government contexts • Familiarity with Kenya's National Land Information Management System (NLIMS) • Understanding of customary land rights relevant to Kitui County • Experience designing land registration workflows compliant with Kenyan regulations • Knowledge of Kitui County's land administration challenges and opportunities

Responsibilities: • Assessment of existing land administration processes within Kitui County • Design of improved business processes aligned with county needs • Development of system requirements

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related to land administration • Capacity building of county staff in land administration procedures • Quality assurance of land records digitization • Ensuring compliance with land policies and legislation

14.1.3 GIS/Spatial Database Expert

Qualifications: • Advanced degree (minimum Master's) in GIS, Geomatics, Remote Sensing, Surveying, or related field • Professional certification in GIS (GISP, Esri certification, or equivalent) • Minimum 8 years experience in GIS and spatial database design and implementation • Experience in at least two cadastral mapping or parcel-based land information systems in Kenya

Specific Experience: • Expertise in spatial database design and management (PostGIS, Oracle Spatial, SQL Server Spatial) • Experience in cadastral data modeling compliant with Kenyan standards • Knowledge of spatial data infrastructure implementation in county settings • Experience with geodetic reference systems used in Kenya • Proficiency in GIS software used in Kenyan land administration • Understanding of Kitui County's topography and land use characteristics • Experience integrating satellite imagery with cadastral data • Familiarity with Survey of Kenya standards and procedures

Responsibilities: • Design of spatial database architecture for Kitui County LIMS • Development of data models for land parcels and spatial data • Quality control for spatial data integration • Implementation of spatial analysis functions relevant to county needs • Training of county technical staff on GIS components • Ensuring compatibility with national spatial data infrastructure

SECTION 25: CHAPTER 14 - PART 3

14.1.4 LIMS Software Development Lead

Qualifications: • Advanced degree (minimum Master's) in Computer Science, Software Engineering, or related field • Professional certification in relevant technologies • Minimum 8 years in software development with 5+ years in GIS or land information systems • Experience leading development of at least two enterprise-level geospatial systems

Specific Experience: • Expertise in full-stack development of web-based geospatial applications • Experience in database design and optimization for land records • Knowledge of GIS development platforms • Experience integrating spatial and non-spatial data • Familiarity with modern software development methodologies • Experience with Kenyan e-government standards • Knowledge of

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interoperability with national systems • Understanding of bilingual system requirements • Experience implementing systems in varying connectivity environments

Responsibilities: • Technical leadership of software development team • System architecture design aligned with county infrastructure • Code quality assurance and testing protocols • Implementation of security features compliant with regulations • Documentation of system architecture and code • Ensuring system scalability for growth • Development of mobile interfaces for field data collection

14.1.5 Database Administrator

Qualifications: • Bachelor's degree (minimum) in Computer Science, IT, or related field; Master's preferred • Professional certification in database administration • Minimum 6 years in database administration with 3+ years with spatial databases • Experience in at least two large-scale database migration projects

Specific Experience: • Expertise in database design, optimization, and performance tuning • Experience in data migration, cleansing, and validation • Knowledge of database security best practices • Experience with backup and recovery strategies • Familiarity with both relational and spatial database systems

Responsibilities: • Design and implementation of database architecture • Data migration planning and execution • Database security implementation • Database performance optimization • Training of technical staff on database management

SECTION 26: CHAPTER 14 - PART 4

14.1.6 Systems Integration Specialist

Qualifications: • Bachelor's degree (minimum) in Computer Science, Information Systems, or related field • Professional certification in relevant integration technologies • Minimum 6 years in systems integration with 3+ years in land information systems • Experience in at least two projects integrating multiple government systems

Specific Experience: • Expertise in API development and web services • Experience integrating systems with different technologies • Knowledge of data exchange formats and standards • Experience implementing single sign-on systems • Familiarity with workflow automation tools

Responsibilities: • Design of integration architecture • Implementation of interfaces with external systems • Data exchange protocols development • Integration testing and validation • Documentation of integration points and APIs

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14.1.7 Capacity Building and Training Specialist

Qualifications: • Bachelor's degree (minimum) in Education, IT, Land Management, or related field • Professional certification in training methodologies • Minimum 5 years experience designing technical training programs • Experience in at least two projects training on land/geospatial systems

Specific Experience: • Experience developing curricula for county government staff • Knowledge of training methodologies for rural settings • Experience with training needs assessment in Kenyan contexts • Familiarity with land administration concepts • Experience developing materials in English and Kiswahili • Understanding of adult learning principles • Experience building sustainable in-house training capacity • Familiarity with Kitui County's organizational structure

Responsibilities: • Training needs assessment for county staff • Development of training strategy and curricula • Preparation of accessible training materials • Delivery of training programs with practical emphasis • Evaluation of training effectiveness • Development of train-the-trainers program • Establishing continuous learning framework

SECTION 27: CHAPTER 14 - PART 5

14.1.8 Change Management Specialist

Qualifications: • Bachelor's degree (minimum) in Business Administration, Public Administration, or related field • Professional certification in change management methodologies • Minimum 5 years experience in organizational change management • Experience in at least two digital transformation projects in Kenyan government

Specific Experience: • Experience with stakeholder analysis in county government settings • Knowledge of change impact assessment methodologies • Experience designing communication strategies for diverse audiences • Familiarity with county organizational structures in Kenya • Experience in resistance management and readiness assessment • Understanding of Kitui County's cultural contexts • Experience with public participation processes • Knowledge of local languages (Kikamba) advantageous

Responsibilities: • Stakeholder analysis and management • Change impact assessment across departments • Development of change management strategy • Implementation of communication plan • Monitoring change adoption with appropriate indicators • Facilitation of stakeholder forums • Building internal change management capacity

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14.2 Expected Outputs from Key Personnel

Position	Expected Outputs
Project Manager / Team Leader	• Inception report with reference to Kitui County context • Project management plan aligned with county timelines • Monthly progress reports • Risk management reports • Final project completion report with lessons learned
Senior Land Administration Specialist	• Assessment report on current land administration processes • Business process re-engineering recommendations • Functional requirements for land administration • Standard operating procedures for county staff
GIS/Spatial Database Expert	• Spatial data model documentation customized for county land types • Spatial database design specifications • Data quality control procedures • GIS functionality requirements for county context
LIMS Software Development Lead	• System architecture document for county infrastructure • Software development plan with county-specific modules • Technical specifications compatible with county ICT policy • System testing documentation • Source code and technical documentation
Database Administrator	• Database design document for county requirements • Data migration plan for existing county records • Security protocols compliant with standards • Performance optimization for county infrastructure • Backup procedures with staff training
Systems Integration Specialist	• Integration architecture for county and national systems • API specifications for county finance systems • Integration test plan with county-specific use cases • External systems interface documentation
Capacity Building Specialist	• Training needs assessment for county staff • Training strategy for county capacity needs • Training materials contextualized for Kitui • Training evaluation report with recommendations

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Change Management Specialist	• Stakeholder analysis for Kitui County • Change management strategy for county and public • Communication plan for stakeholder groups • Change readiness assessment • Change adoption report with recommendations

SECTION 28: CHAPTER 14 - PART 6

14.3 Team Structure and Reporting Relationships

The consulting team will operate under the following organizational structure:

Project Manager / Team Leader
├── Direct reporting to Kitui County LIMS Project Steering Committee
├── Senior Land Administration Specialist
│ └── Liaison with Kitui County Lands Department
├── GIS/Spatial Database Expert
│ └── Coordination with Kitui County Physical Planning Department
├── LIMS Software Development Lead
│ ├── Software Development Team
│ └── Collaboration with Kitui County ICT Department
├── Database Administrator
│ └── Coordination with Kitui County Land Records Management
├── Systems Integration Specialist
│ └── Interface with Kitui County Revenue Department
├── Capacity Building and Training Specialist
│ └── Engagement with Kitui County Human Resource Development
└── Change Management Specialist
└── Working with Kitui County Public Participation Office

The Project Manager will be the primary point of contact with the County Government of Kitui and will coordinate all project activities. Each specialist will lead their respective technical areas and collaborate with their county counterparts to ensure integrated delivery of project components and knowledge transfer.

14.4 Support Personnel Requirements

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In addition to key personnel, the consulting firm should provide appropriate support staff including:

- Software Developers (minimum 2)
- GIS Technicians (minimum 2)
- Data Migration Specialists (minimum 2)
- Quality Assurance Specialists (minimum 1)
- Training Assistants (minimum 2)

The qualifications for support personnel should be commensurate with their roles and responsibilities in the project.

14.5 Time Commitment

Position	**Level of Effort (12-month project)**
Project Manager / Team Leader	100% throughout project duration
Senior Land Administration Specialist	100% throughout project duration
GIS/Spatial Database Expert	100% throughout project duration
LIMS Software Development Lead	100% throughout project duration
Database Administrator	100% throughout project duration
Systems Integration Specialist	75% in first 6 months, 100% in second 6 months
Capacity Building and Training Specialist	75% in first 6 months, 100% in second 6 months
Change Management Specialist	100% throughout project duration

SECTION 29: CHAPTER 15

15. PROJECT MANAGEMENT AND GOVERNANCE

15.1 Project Governance Structure

15.1.1 Project Steering Committee

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  Composition including County Executive members, department heads, and key stakeholders
- Clearly defined roles and responsibilities
- Monthly meeting schedule with documented procedures
- Decision-making authority for strategic decisions
- Oversight and governance functions
- Regular reporting requirements and templates

15.1.2 Project Management Office (PMO)

- Structure with dedicated Project Manager and support team
- Coordination mechanisms across departments
- Communication protocols and reporting lines
- Project tracking and monitoring procedures
- Risk and issue management methodology
- Change management procedures
- Quality assurance functions

15.1.3 Technical Working Groups

- Specialized teams for different technical domains
- Clear expertise requirements for each group
- Domain-specific responsibilities and decision authority
- Collaborative meeting structures and schedules
- Integration with project governance framework
- Defined reporting and escalation procedures

15.2 Project Management Methodology

15.2.1 Project Management Approach

- Hybrid methodology combining Agile and traditional approaches
- Project planning with detailed work breakdown structure

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  Control mechanisms for scope, schedule, and budget

  Resource allocation and management procedures

  Progress tracking using earned value management

  Regular status reporting and review

15.2.2 Quality Management

- Comprehensive quality planning approach
- Quality assurance procedures throughout project lifecycle
- Quality control mechanisms for deliverables
- Testing protocols and validation methodologies
- Quality metrics and measurement framework
- Continuous improvement processes

15.2.3 Risk Management

- Proactive risk identification methods
- Qualitative and quantitative risk assessment
- Risk mitigation strategies and contingency planning
- Ongoing risk monitoring and control
- Risk response planning for high-priority risks
- Formal risk reporting and escalation procedures

15.3 Communication and Reporting

15.3.1 Communication Plan

- Stakeholder-specific communication strategies
- Multiple communication channels for different purposes
- Regular meeting schedule and protocols
- Information distribution procedures and templates
- Feedback collection mechanisms

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- Comprehensive communication matrix

15.3.2 Reporting Requirements Weekly and monthly progress reporting

Performance metrics and key indicators

Executive dashboard with visual status representation

Financial reporting with budget tracking

- Exception reporting and issue escalation protocols
- Executive briefing procedures for senior leadership

SECTION 30: CHAPTER 16 AND CHAPTER 17 - PART 1

16. COMPLIANCE AND REGULATORY REQUIREMENTS

16.1 Legal and Regulatory Framework

16.1.1 National Legislation

- Land Registration Act compliance
- Community Land Act provisions
- Physical and Land Use Planning Act requirements
- County Governments Act compliance
- Data Protection Act regulations
- Information and Communications Act standards
- Access to Information Act provisions
- Other relevant national legislation

16.1.2 County Legislation

- Kitui County land management regulations
- County finance and revenue regulations
- County public participation requirements
- County procurement and contracting policies
- Environmental management bylaws
- Other relevant county legislation and regulations

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16.1.3 Professional Standards

- Survey of Kenya standards and procedures
- Land registration standards and procedures
- GIS and spatial data standards

  IT security and data protection standards

  Software development and quality standards

  Project management professional standards

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16.2 System Compliance Requirements

16.2.1 Data Protection and Privacy

- Full compliance with Kenya Data Protection Act
- Data classification and handling procedures
- Consent management for personal data
- Implementation of data subject rights
- Data retention and disposal policies
- Privacy impact assessment procedures

16.2.2 Security Compliance

- Alignment with information security standards (ISO 27001)
- Security assessment and certification requirements
- Access control and authentication standards
- Data encryption and protection requirements
- Comprehensive audit logging system
- Incident response and reporting procedures

16.2.3 Technical Standards Compliance

- ICT Authority - Government Enterprise Architecture (GEA)
- Interoperability standards for government systems
- Open data standards for public information
- Web accessibility standards (WCAG)
- Database and data exchange standards
- User interface and experience standards
- Documentation format and content standards

16.3 Audit and Compliance Monitoring

16.3.1 Compliance Verification

Structured compliance assessment methodology

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Comprehensive regulatory compliance checklists

Regular compliance testing procedures

- Non-compliance remediation processes
- Compliance documentation requirements
- Periodic compliance reporting standards

16.3.2 System Auditing

- Regular system audit planning and schedule
- Comprehensive audit trail requirements
- Standard audit procedures and methodologies
- Management of audit findings and recommendations
- Corrective action implementation and tracking
- Formal audit reporting to relevant authorities

17. ROLES AND RESPONSIBILITIES

17.1 Responsibilities of the Consultant

17.1.1 Needs Assessment and Analysis

- Conduct stakeholder consultations across departments
- Analyze existing land administration processes
- Document current system gaps and limitations
- Define comprehensive system requirements
- Develop process improvement recommendations
- Prepare feasibility assessment for implementation

SECTION 31: CHAPTER 17 - PART 2

17.1.2 System Design and Architecture

- Develop system architecture aligned with county needs
- Design database and data models for land information
- Create intuitive user interface designs

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- Develop integration architecture for external systems
  Establish security framework with appropriate controls
  Produce complete system design documentation

17.1.3 Customization and Development

- Develop all required system modules and functionality
- Customize system to specific county requirements
- Implement workflow and business processes
- Develop reporting and analytics capabilities
- Create user-friendly interfaces for all user types
- Integrate with specified external systems

17.1.4 Data Migration and Integration

- Develop comprehensive data migration strategy
- Create data cleansing and validation tools
- Execute data migration with quality controls
- Integrate with existing county systems
- Implement data verification and reconciliation
- Verify data integrity post-migration

17.1.5 Capacity Building and Training

- Develop tailored training strategy and materials
- Conduct training for all user categories
- Establish knowledge transfer mechanisms
- Implement train-the-trainer program
- Provide ongoing support and mentoring
- Evaluate training effectiveness with improvements

17.1.6 Quality Assurance

- Develop comprehensive testing strategy and plans
- Conduct all system testing levels
- Manage User Acceptance Testing process

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    - Implement quality control throughout project
    - Resolve all identified issues and defects
    - Document testing results and quality metrics
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17.1.7 Implementation and Support

- Deploy system in production environment
- Provide post-implementation technical support
- Resolve issues and implement refinements
- Monitor system performance and utilization
- Implement approved system enhancements
- Provide technical assistance during transition

17.1.8 Compliance and Security

- Ensure system meets all regulatory requirements
- Implement comprehensive security controls
- Conduct security testing and vulnerability assessment
- Develop security policies and procedures
- Implement data protection mechanisms
- Conduct compliance verification and documentation

SECTION 32: CHAPTER 17 - PART 3 AND CHAPTER 18 - PART 1

17.2 Responsibilities of Kitui County

17.2.1 Provision of Resources

- Allocate sufficient financial resources
- Provide access to necessary infrastructure
- Assign county staff to the project team
- Provide office space and facilities for project activities
- Ensure availability of tools and equipment
- Allocate resources for ongoing maintenance

17.2.2 Facilitation of Stakeholder Engagement

- Identify and involve key county stakeholders
- Communicate project goals and timelines
- Organize stakeholder meetings and workshops
- Facilitate public participation processes
- Manage stakeholder expectations
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    - Address stakeholder concerns and feedback

17.2.3 Access to Data

- Provide access to existing land records and maps
- Ensure necessary authorizations for data access
- Assist in identifying all relevant data sources
- Validate data quality and completeness
- Support data cleansing and preparation
- Verify migrated data accuracy

17.2.4 Regulatory Oversight

- Ensure alignment with legal requirements
- Approve key project deliverables
- Provide guidance on regulatory compliance
- Facilitate necessary legal approvals
- Review and approve system policies
- Monitor adherence to governance framework

17.2.5 Project Coordination

- Appoint dedicated project management team
- Coordinate activities between consultant and departments
- Monitor project timelines and milestones
- Facilitate internal communication
- Resolve administrative obstacles
- Provide timely decisions and approvals

17.2.6 Capacity Building

- Ensure staff participation in training activities
- Provide staff time for training and knowledge transfer
- Identify and support system champions
- Develop internal technical capacity
- Establish knowledge retention mechanisms
- Promote adoption of new processes

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17.2.7 Public Awareness and Communication

- Conduct public sensitization about the system
- Develop appropriate communication materials
- Implement public awareness campaigns
- Address community concerns
- Promote system benefits to citizens
- Collect and analyze public feedback

17.2.8 Sustainability Planning

- Develop long-term system maintenance strategy
- Allocate resources for system sustainability
- Establish permanent system governance structure
- Plan for future system enhancements
- Prepare for technology evolution
- Ensure ongoing staff development

18. EVALUATION CRITERIA

18.1 Evaluation Process Overview

The evaluation of proposals will be conducted in three stages:

1. Preliminary/Mandatory Requirements Evaluation
2. Technical Proposal Evaluation
3. Financial Proposal Evaluation

Only proposals that meet all mandatory requirements will proceed to technical evaluation, and only those that achieve the minimum technical score will have their financial proposals evaluated. The final

No.	Requirement	Compliant	Non-Compliant
1	Detailed Company Profile		
2	Certified copy of Registration/Incorporation Certificate		
3	Certified Copy of Certificate of Confirmation of directors and shareholding (CR12) Issued within the last six months		
4	Valid KRA Pin Certificate		

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5	Certified KRA Tax Compliance Certificate		
6	Current Trade License		
7	Current Data Commissioner Registration Certificate and Data Protection / Privacy License		
8	Evidence of credit worthiness		
9	Proof of adequate key personnel capability		
10	**Proof of accomplished comparable automation projects**		
11	Certified ICTA Registration Certificate		
12	Duly Filled, Signed and Stamped Self-Declaration Form That the Tenderer Is Not Debarred		
13	Duly Filled, Signed and Stamped Self Declaration Form That the Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice		
14	Power Of Attorney/Authorization Letter, Giving the Name of Person Who Should Be signing the Bid, Authorizing Him/Her to Submit/Execute This Agreement as A Binding Document		
15	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)		
16	Must submit written warranty of software to be supplied		
17	Document must be bound paginated and serialized		

selection will be based on a combination of technical and financial scores.

SECTION 33: CHAPTER 18 - PART 2

18.2 Preliminary/Mandatory Requirements (Pass/Fail)

Bidders who meet all the mandatory preliminary requirements above will proceed to the next stage of Evaluation on compliance with the Technical Requirements.

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18.3 Technical Evaluation Criteria (80%)

No.	Evaluation Criteria	Maximum Score
1	**Understanding of Requirements and Methodology (30 points)**	
1.1	Understanding of County Government of Kitui's requirements and objectives	5
1.2	Comprehensiveness and appropriateness of the proposed methodology	10
1.3	Innovation and best practices incorporation	5
1.4	Risk management approach	5
1.5	Quality assurance methodology and testing plan	5
2	**Technical Solution (20 points)**	
2.1	Compliance with functional requirements	5
2.2	Compliance with architectural requirements	4
2.3	Compliance with performance requirements	4
2.4	System security and data protection features	4
2.5	Integration capabilities with existing systems	3
3	**Implementation Approach (15 points)**	
3.1	Comprehensiveness and feasibility of implementation plan	5
3.2	Appropriateness of proposed project timeline	3
3.3	Resource allocation and team organization	3
3.4	Change management approach	2
3.5	Data migration strategy	2
4	**Experience and Qualifications (25 points)**	
4.1	Firm's experience in similar projects, especially in Kenya	10
4.2	Project Manager/Team Leader qualifications and experience	2
4.3	Key technical staff qualifications and experience	5

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4.4	Experience with county governments in Kenya	5
4.5	References and track record of successful implementations	3
5	**Capacity Building and Knowledge Transfer (10 points)**	
5.1	Training methodology and approach	3
5.2	Knowledge transfer strategy	3
5.3	Quality of proposed documentation	2
5.4	Sustainability planning for system maintenance	2
TOTAL TECHNICAL SCORE		**100**

Minimum Qualifying Technical Score: 70 points

SECTION 34: CHAPTER 18 - PART 3

18.4 Financial Evaluation Criteria (20%)

The financial proposal shall be allocated 20% of the total evaluation score. The lowest evaluated financial proposal will be given the maximum financial score of 20 points.

The financial scores of the other proposals will be computed using the following formula:
Financial Score = 20 x (Lowest evaluated price / Price of proposal under consideration)

18.4.1 Financial Proposal Requirements

Financial proposals will be evaluated based on the following criteria:

No.	Criteria	Evaluation Focus
1	Completeness of the financial proposal	All required cost components included with no hidden costs
2	Reasonableness of cost breakdown	Clear and reasonable allocation of costs for each project component
3	Alignment with technical proposal	Costs match the scope and deliverables in technical proposal

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4	Value for money	Cost-effectiveness relative to the proposed technical solution
5	Payment schedule	Reasonable milestone-based payment plan
6	Total cost	Overall project cost within the County's budget

18.4.2 Required Financial Information

The financial proposal must include cost breakdowns for:

1. **System Design and Development** • Requirements analysis • System design • Software development • Database development and configuration • User interface development • Testing and quality assurance
2. **Hardware and Infrastructure** • Server infrastructure • Storage solutions • Networking equipment • Client access devices (if applicable) • Backup and disaster recovery
3. **Implementation Services** • Project management • Installation and configuration • Customization • Integration services • Data migration • Testing and commissioning
4. **Training and Capacity Building** • Training materials development • Training delivery • Knowledge transfer activities • Change management
5. **Support and Maintenance** • Warranty period support • Post-warranty support options (for at least 3 years) • Annual maintenance costs • System updates and upgrades
6. **Additional Costs** • Travel and accommodation • Administrative and logistics costs • Taxes and duties • Contingency provisions

SECTION 35: CHAPTER 18 - PART 4 AND CHAPTER 19 - PART 1

18.5 Combined Technical and Financial Evaluation

The proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights as follows:

$S = St \times T\% + Sf \times F\%$

Where: • S = Final Score • St = Technical Score • Sf = Financial Score • T = Weight given to the Technical Proposal (80%) • F = Weight given to the Financial Proposal (20%)

18.6 Evaluation Scoring Guide

18.6.1 Technical Proposal Scoring Guide

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Score	Description
0-20%	Poor - Does not meet the requirement or provides minimal information
21-40%	Below Average - Partially meets the requirement with significant deficiencies
41-60%	Average - Meets the basic requirement with some deficiencies
61-80%	Good - Substantially meets the requirement with minor deficiencies
81-100%	Excellent - Fully meets or exceeds the requirement

18.6.2 Specific Evaluation Criteria Details

Understanding of Requirements (5 points)

- Excellent (5): Demonstrates comprehensive understanding of Kitui County's specific challenges and objectives
- Good (4): Shows good understanding with minor gaps
- Average (3): Basic understanding of requirements
- Below Average (2): Limited understanding of county's specific needs
- Poor (0-1): Minimal or no understanding of requirements

Key Personnel Qualifications (Project Manager - 5 points)

- Excellent (5): Exceeds required qualifications with 12+ years experience, including 3+ successful LIMS implementations in Kenya
- Good (4): Meets all requirements with 10+ years experience and 2+ successful LIMS implementations
- Average (3): Meets minimum requirements
- Below Average (2): Meets most but not all requirements • Poor (0-1): Significantly below requirements

18.7 Notes on Evaluation

1. The County Government of Kitui reserves the right to verify any information provided by bidders.
2. Due diligence may be conducted on the bidder with the highest combined score before awarding the contract.
3. The County Government of Kitui is not bound to accept the lowest or any bid.

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4. Bidders may be requested to provide clarifications on their proposals during the evaluation process.
5. Any attempt by bidders to influence the evaluation process may result in disqualification.

19. PROPOSAL SUBMISSION REQUIREMENTS

19.1 Technical Proposal

19.1.1 Executive Summary

- Brief overview of the proposal with key highlights
- Demonstration of understanding of the requirements
- Summary of proposed approach and methodology
- Overview of expected outcomes and benefits
- Implementation summary with key milestones
- Value proposition and differentiators

19.1.2 Company Profile

- Company background, history, and organizational structure
- Core competencies and areas of expertise
- Relevant experience in similar projects
- Certifications and accreditations
- Financial standing and stability indicators
- Corporate social responsibility commitments

SECTION 36: CHAPTER 19 – PART 2

19.1.3 Technical Approach

- Detailed understanding of Kitui County's requirements
- Proposed technical solution with system architecture
- Software and hardware components specifications
- Implementation methodology and approach
- Quality assurance and testing strategy
- Risk management plan with mitigation measures

19.1.4 Work Plan and Timeline

- Detailed work breakdown structure with activities

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  - Implementation phases with specific deliverables
  - Project schedule with realistic milestones
  - Resource allocation plan for different project phases
  - Critical path analysis with dependencies
  - Deliverables and acceptance criteria

19.1.5 Team Composition

- Proposed team structure and organization chart
- Key personnel profiles with detailed CVs
- Roles and responsibilities matrix
- Time commitments and availability schedule
- Support staff allocation and qualifications
- Subcontractor information (if applicable)

19.1.6 Capacity Building Approach

- Comprehensive training methodology
- Knowledge transfer strategy for county staff
- Training plan with curriculum outline
- Training materials development approach
- Staff development plan for sustainability
- Ongoing support and mentoring framework

19.1.7 References and Case Studies

- Detailed case studies of similar projects
- Client references with contact information
- Success stories relevant to county government context
- Lessons learned from previous implementations

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Challenges overcome in similar projects

Evidence of successful knowledge transfer

19.2 Financial Proposal

19.2.1 Detailed Cost Breakdown

- System design and development costs
- Hardware and infrastructure costs
- Implementation services costs
- Data migration costs
- Training and capacity building costs
- Support and maintenance costs
- Comprehensive breakdown of each cost category

19.2.2 Payment Schedule

- Milestone-based payment plan aligned with deliverables
- Clear linkage between payments and project achievements
- Reasonable payment terms and conditions
- Retention amounts and warranty period
- Performance guarantees and quality assurance
- Financial incentives for early completion (if applicable)

SECTION 37: CHAPTER 19 - PART 3 AND CHAPTER 20

19.2.3 Additional Costs

- Travel and accommodation expenses
- Administrative and logistics costs
- Contingency provisions with justification
- Optional services or features with pricing
- Taxes and duties applicable to the project
- Currency and exchange rate assumptions

19.3 Implementation Plan

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19.3.1 Project Approach

- Detailed implementation strategy
- Phasing and rollout plan for all modules
- Resource deployment schedule
- Quality management approach
- Change management strategy for user adoption
- Risk management and mitigation plan

19.3.2 Work Breakdown Structure

- Comprehensive task breakdown with subtasks
- Activity sequencing and dependencies
- Critical path identification
- Resource allocation for each task
- Effort estimation methodologies
- Quality control checkpoints

19.3.3 Schedule and Timeline

- Detailed project schedule with milestones
- Deliverable submission timeline with deadlines
- Review and approval cycles
- Training and capacity building schedule
- Testing and acceptance periods
- Post-implementation support timeline

19.4 Additional Requirements

19.4.1 Compliance Documents

- Legal registration documents (certified copies)
- Current tax compliance certificates
- Professional body registrations for key personnel

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- Quality management certifications (ISO, etc.) Insurance certificates (professional indemnity, etc.) Anti-corruption declaration (properly signed)

19.4.2 Proposal Format

- Proposals must be submitted in English
- Clear section headings and logical structure
- Complete page numbering and table of contents
- Executive summary limited to 3 pages
- Technical proposal limited to 50 pages (excluding CVs)
- Electronic copy on USB flash drive in addition to hard copies

20. APPENDICES (TO BE CARRIED OUT BY THE SUCCESSFUL BIDDER BEFORE PROJECT COMMENCEMENT AND DOCUMENTED – 20.1, 20.2, 20.3, 20.4 & 20.5)

20.1 Current System Assessment

20.1.1 Existing Systems Overview

- Manual filing system for land records
- Basic spreadsheets for property tax records
- Limited GIS capabilities in Planning Department
- Paper-based workflows for approvals and permits
- Standalone databases in various departments
- Current process maps and bottlenecks
- User feedback on existing systems

20.1.2 Data Inventory

- Land parcel records
- Property ownership documents
- Survey plans and maps
- Valuation records for property taxation
- Development applications and permits
- Historical transaction records

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  Data quality assessment summary

SECTION 38: FINAL SECTIONS

20.2 Technical Environment

20.2.1 Infrastructure Assessment

- County headquarters data center capabilities
- Network infrastructure in county offices
- Existing hardware inventory and specifications
- Internet connectivity assessment
- Mobile network coverage across the county
- Power supply reliability and backup systems
- Physical security measures

20.2.2 Technology Standards

- Current software platforms and versions
- Database systems in use
- Development standards and frameworks
- Security policies and protocols
- Network and communication standards
- User interface guidelines

20.3 Reference Diagrams and Models

20.3.1 System Architecture Diagrams

- Proposed high-level architecture diagram
- Deployment architecture options
- Network architecture guidelines
- Security architecture framework
- Integration architecture patterns
- Database architecture reference model

20.3.2 Process Flow Diagrams

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Current land registration process

Proposed property transfer workflow

- Land search procedure outline
- Dispute resolution process framework
- Fee collection workflow
- Reporting and analytics processes

20.3.3 Data Models

- Conceptual entity-relationship diagram
- Logical data model for land information
- Spatial data model reference
- Document management classification schema
- User and role model template
- Reporting data mart structure

20.4 Regulatory Framework

20.4.1 Relevant Legislation

- Land Registration Act key provisions
- Community Land Act requirements
- Physical and Land Use Planning Act excerpts
- County Governments Act relevant sections
- Data Protection Act compliance requirements
- Other applicable legal references

20.4.2 Standards and Guidelines

- Survey of Kenya technical standards
- National Spatial Data Infrastructure requirements
- E-Government interoperability framework
- Data exchange standards for government systems
- Information security and privacy guidelines
- Project management methodology references

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20.5 Sample Forms and Templates

20.5.1 Proposal Templates

- Technical proposal outline template
- Financial proposal format
- Reference project information template
- Implementation methodology framework
- Risk register template

20.5.2 Reporting Templates

- Monthly progress report format
- Incident report template
- Change request form
- Quality assurance checklist
- Meeting minutes template
- Training evaluation form

20.5.3 Project Management Templates

- Project initiation document template
- Work breakdown structure template
- Project schedule format
- Risk management plan outline
- Stakeholder engagement plan format
- Communication plan framework

20.6 Contact Information (SUPPLY CHAIN MANAGEMENT DEPARTMENT)

20.6.1 County Government Contacts

- Project Coordinator: Director of Lands and Physical Planning
- Technical Contact: Director of ICT Services
- Administrative Contact: Chief Officer, Lands Department
- Procurement Contact: Director of Supply Chain Management

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County Secretary Office

County Executive Committee Member - Lands

20.6.2 Support Information

- Clarification request procedures
- Bid submission contact information
- Technical support during bidding process
- Site visit coordination contacts
- Pre-bid meeting information
- Emergency contact information

20.7 Glossary of Terms

- LIMS: Land Information Management System
- GIS: Geographic Information System
- API: Application Programming Interface
- SOPs: Standard Operating Procedures
- UAT: User Acceptance Testing
- BPR: Business Process Re-engineering
- SRS: System Requirements Specification
- SLA: Service Level Agreement
- PMO: Project Management Office
- KPIs: Key Performance Indicators

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 TimeBased 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.

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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 the Procuring Entity 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 timebased 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 the Procuring Entity 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 the Procuring Entity]*

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 the Procuring Entity for all the Consultant's obligations under this Contract, namely, *[name of member]*and *[name of member]* (herein after called the "Consultant").]

WHEREAS

a) The Procuring Entity 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 the Procuring Entity 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) the Procuring Entity 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 the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
   a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
   b) the Procuring Entity 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 the Procuring Entity–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 he force of law in Kenya.

b) "Consultant" means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.

c) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph1of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

d) "Procuring Entity" means the Procuring Entity 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, Subconsultant 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 the Procuring Entity 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 Subconsultant to perform the Services or any part here of under the Contract.

o) “Party” means the Procuring Entity 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 overwritten.

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, the Procuring Entity, the Consultant or a Subconsultant.

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 the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

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 the Procuring Entity 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-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents 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 the Procuring Entity 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 the Procuring Entity'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 over come in the carrying out of its obligations here under. 17.3 Force Majeure shall not include insufficiency 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.

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 the Procuring Entity, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, 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 or 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 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under 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 the Procuring Entity

19.1.1 The Procuring Entity 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, the Procuring Entity 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 the Procuring Entity, 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 the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity 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 the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.

b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-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 the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

e) If the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28. **e. Payment up on Termination**

19.1.6 Up on termination of this Contract, the Procuring Entity 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. Obligation s 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 the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employandprovidesuchqualifiedandexperiencedExpertsandSub-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 the Procuring Entity. 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 hall 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. The Procuring Entity 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 the Procuring Entity'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 GCC21.1.3,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 the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. 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 the Procuring Entity, 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 the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity 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 in eligibility 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 the Procuring Entity 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 the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, 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 the Procuring Entity.

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 the Procuring Entity's prior written approval to such agreements, and the Procuring Entity 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 the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring

Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity 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 the Procuring Entity 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 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 the Procuring EntityfindsthatanyoftheExpertsorSub-consultanthascommittedseriousmisconductorhas been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity'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 the Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, 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 the Procuring Entity.

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 the Procuring Entity

32 Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Procuring Entity 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 documentsrequiredfortheirstayinKenyawhilecarryingouttheServicesundertheContract.

c Facilitatepromptclearancethroughcustomsofanypropertyrequiredfortheservicesandofthepersonal effects of the Expert sand 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 The Procuring Entity 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. The Procuring Entity 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 the Procuring Entity

35.1 The Procuring Entity 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 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity 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 signed 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 the Procuring Entity 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, the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity 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*. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity 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 the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lumpsum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, 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 the Procuring Entity 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: **English**
6.1 and 6.2	The addresses are *[* Procuring Entity: *' in at negotiations with the selected firm]*: Attention: **_ Chi** Facsimile: **ounty Government of Kitui ef** E-mail: **)fficer** ___ Consultant: Attention: Facsimile: Email:
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* The Lead Member on behalf of the JV is _____*[insert name of the member]*

9.1	The Authorized Representatives are: For the Procuring Entity: **Ag. *Director, Supply Chain Management Services*** For the Consultant: *[name, title]*____
11.1	The effectiveness conditions are the following: *[Note: If there are no effectiveness conditions, state "N/A"]* *OR* *List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]* ***N/A***
12.1	Termination of Contract for Failure to Become Effective: The time period shall be _**As per the general conditions**___ *[insert time period, e.g.: four months]*.
13.1	Commencement of Services: The number of days shall be Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be.

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
21.1.3.	The Procuring Entity 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 No

23.1	No additional provisions. *[OR* The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (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 the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. *[Notes to the Procuring Entity and the Consultant:* *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 the Procuring Entity prior to accepting any changes to what was included in the issued RFP.* *To be acceptable to the Procuring Entity, 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 the Procuring Entity, 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. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.* *The Procuring Entity does not accept a provision to the effect that the Procuring Entity 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 the Procuring Entity to the extent permissible by the law applicable in Kenya.]*

24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of **N/A**
27.1	The additional rights to the use of the documents are: ***N/A***
27.2	***N/A***

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
32.1 (a) through (f)	***N/A***
32.1(g)	***N/A***
38.1	***As per the general conditions***
39.1 and 39.2	***As per the general conditions***

40.2	The payment schedule: ***N/A***
40.2.1	***As per the general conditions***
40.2.4	The accounts are: for local currency: ***Kenyan Shillings***.
41.1	The interest rate is: **N/A**.

44.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. 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: (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 *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* 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, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity 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 *[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.]*. (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 *[name the same appointing authority as in said paragraph (b)]* 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.
Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

	2. Rules of Procedure. 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. 3. Substitute Arbitrators. 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. 4. Nationality and Qualifications of Arbitrators. 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 *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Procuring Entity's country nor the Consultant's country]*; (b) the *[type of language]* language shall be the official language for all purposes; and (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.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[*Note*: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultantduringthenegotiations;datesforcompletionofvarioustasks;locationofperformancefordifferenttasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; ProcuringEntity'sinput,includingcounterpartpersonnelassignedbytheProcuringEntitytoworkontheConsultant's team;specifictasksoractionsthatrequirepriorapprovalbytheProcuringEntity.

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 FIN3andFIN-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 [FormFIN-3andFIN-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]*

ADVANCEPAYMENT GUARANTEE No.:

We have been informed that *[name of Consultant or a name of the Joint Venture, same as appears on the* Beneficiary: *[Name and Address of Procuring Entity]* Date:

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 b reach 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.*

CONTRACT FOR CONSULTANT'S SERVICES

II. TIME-BASED CONTRACT

Consulting Services for:
Contract No.: _____

Contract Description: _____

between

[Name of the Procuring

Entity] 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 the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract

(hereinafter called the "Services");

b) the Consultant, having represented to the Procuring Entity 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) The Procuring Entity 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 in consistency 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. ThemutualrightsandobligationsoftheProcuringEntityandtheConsultantshallbeassetforthinthe Contract, in particular:
   a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
   b) The Procuring Entity 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 the Procuring*
Entity–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. GENERALPROVISIONS

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 the Procuring Entity that signs the Contract for the Services with the Selected Consultant.

c) "Consultant" means a legally - established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.

d) "Contract" means the legally binding written agreement signed between the Procuring Entity 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, Subconsultant 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 the Procuring Entity 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 Subconsultant to perform the Services or any part thereof under the Contract.

o) "Party" means the Procuring Entity 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, the Procuring Entity, 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 the Procuring Entity 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 give nor 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 the Procuring Entity 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 the

Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

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 the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10 Corrupt and Fraudulent Practices

10.1 The Governmentrequirescompliancewithitspolicyandlawsinregardtocorruptandfraudulentorprohibited practices as set forth in its laws and policies.

a. Commissions and Fees

10.2 The Procuring Entity 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 the Procuring Entity 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 the Procuring Entity'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 the Procuring Entity, shall either:

a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, 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 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to per 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 ThisContractmaybeterminatedbyeitherPartyasperprovisionssetupbelow:

a. By the Procuring Entity

19.1.1 The Procuring Entity 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, the Procuring Entity 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 the Procuring Entity, 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 the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity 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 the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a If the Procuring Entity 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 the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.

d If the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity, 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, the Procuring Entity 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 the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants 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 the Procuring Entity. 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 The Procuring Entity 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 the Procuring Entity'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 the Procuring Entity on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurementresponsibilityshallbefortheaccountoftheProcuringEntity.

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 directlyrelatedtotheConsultant'sServicesforthepreparationorimplementationoftheproject. **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 the Procuring Entity, the Consultant and the Experts shall not at any timecommunicatetoanypersonorentityanyconfidentialinformationacquiredinthecourseoftheServices , 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 takeout and maintain and shall cause any Sub-consultants to takeout and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity 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 ClauseGCC13.

25 Accounting, Inspection and Auditing

25.1 The ConsultantshallkeepandshallmakeallreasonableeffortstocauseitsSub-consultantstokeep, 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 GCC10which provides, interlaid, 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 in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

26.1 The Consultant shallsubmittotheProcuringEntitythereportsanddocumentsspecifiedinAppendixA, in the form, in the numbers and within the time periods set forth in the said Appendix.

27Proprietary Rights of the Procuring Entity 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 the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, 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 the Procuring Entity.

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 the Procuring Entity's prior written approval to such agreements, and the Procuring Entity 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 the Procuring Entity, or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles

and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure the mat the expense of the Procuring Entity 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 the Procuring Entity, 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 the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity 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 the Procuring Entity.

32 Removal of Experts or Sub-consultants

32.1 If the Procuring Entity 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 has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at the Procuring Entity'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 the Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, 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 the Procuring Entity.

33 Replacement/ Removal of Experts–Impact on Payments

33.1 Except as the Procuring Entity 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 a reset 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 the Procuring Entity

35 Assistance and Exemptions

35.1 Unless otherwise specified in the SCC, the Procuring Entity 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-consultantsandtheExpertsofeitherofthemwithobtainingtheprivilege, 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 The Procuring Entity 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. The Procuring Entity 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.

37Change 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 GCC41.1

38 Services, Facilities and Property of the Procuring Entity

38.1 The Procuring Entity 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 there of pursuant to Clause GCC 41.3.

39 Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix A, the Procuring Entity and the Consultants hall 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 the Procuring Entity to the Consultant as a result there of 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 the Procuring Entity 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, the Procuring Entity 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 The Procuring Entity 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.

42.4The 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 n the S CC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, 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, the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity 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 setoff. 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 the Procuring Entity, 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 hall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

c *The Procuring Entity shall pay the Consultant's invoices* within sixty (60) days after the receipt by the Procuring Entity 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 he 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 the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, 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 the Procuring Entity 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 the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) Calendar month s after receipt t by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity 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 the Procuring Entity 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 ThePartiesshallseektoresolveanydisputeamicablybymutualconsultation.

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 referredtobyeitherPartytotheadjudication/arbitrationinaccordancewiththeprovisionsinthe 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)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is English
6.1 and 6.2	The addresses are *[* Procuring Entity: Attention: *I in at negotiations with the selected firm]*: Facsimile: E-mail: Consultant: Attention: Facsimile: E-mail:
8.1	*[Note: If the Consultant consists only of one entity, state "Not Applicable";* *OR* *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.]* The Lead Member on behalf of the JV is _____ *[insert name of the member]*

9.1	The Authorized Representatives are: For the Procuring Entity: **Ag. *Director Supply Chain Management Services*** For the Consultant: *[name, title]*_____
11.1	The effectiveness conditions are the following: ***As per the general conditions***
12.1	Termination of Contract for Failure to Become Effective: The period shall be ____ **As per the general conditions** _____
13.1	Commencement of Services: The number of days shall be March 2022. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The period shall be 2 Months
23.1	No additional provisions. *[OR:* The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (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 the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (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; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

24.1	The insurance coverage against the risks shall be as follows: *[Note: Delete what is not applicable except (a)].* (a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *in accordance with the applicable law in Kenya* (c) Third Party liability insurance, with a minimum coverage of *in accordance with the applicable law in the Procuring Entity's country.* (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 the Procuring Entity's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (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.
27.1	*[If applicable, insert any exceptions to proprietary rights provision_____]*

27.2	*[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 "Not Applicable". 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:* *[*The Consultant shall not use these *[insert what applies…… documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.] *OR* [The Procuring Entity shall not use these *[insert what applies……. documents and software*……..] for purposes unrelated to this Contract without the prior written approval of the Consultant.] *OR* *[*Neither Party shall use these *[insert what applies……. documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the other Party.*]*
35.1 (a) through (f)	*[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, indicate "Not Applicable"]*

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
35.1(g)	*[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate "Not Applicable" for this Clause SCC 35.1(g).]*

41.2	The ceiling in foreign currency is: _____ *[insert amount and currency] [indicate:* inclusive *or* exclusive*]* of local indirect taxes. The ceiling in local currency is: _____ *[insert amount and currency] [indicate:* inclusive *or* exclusive] of local indirect taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate: "*be paid*" or "*reimbursed*"]* by the Procuring Entity *[insert as appropriate:* "for*"* or *"*to*"]* the Consultant. The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*
42.3	Price adjustment on the remuneration …….. *[insert "*applies*" or "*does not apply*"] If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.*
42.4(iv)	The other remuneration items are: _____
43.1	*[The Procuring Entity shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant]* The Procuring Entity warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Local Taxes"): If ITC 16.3 indicates a tax exemption status, include the following:* "the Consultant, the Subconsultants and the Experts shall be exempt from" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following: "*the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts*," OR "*the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts*"]* Any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in Kenya, on the Consultant, the Sub-consultants and the Experts

44.1	The currency or currencies of payment shall be the following: *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]*
45.1(a)	*[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)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Procuring Entity in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.
45.1(b)	*[Indicate "Not Applicable" for this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* The Consultant shall submit to the Procuring Entity itemized statements at time intervals of _____ *[e.g. "every quarter", "every six months", "every two weeks", etc.]*.
45.1(e)	The accounts are:

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

	for foreign currency: *[insert account]*. for local currency: *[insert account]*.
46.1	The interest rate is: *[insert rate]*.
49	Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant' steam; specific tasks 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 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Procuring Entity shall be added to the Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as Engineer", for which action, pursuant to such civil works contract, the written approval of the Procuring Entity is required.

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.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from Kenya; entitlement, if any, to leave pay; public holidays in Kenya that may affect Consultant's work; etc.
Make sure there is consistencywithFormTECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] 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] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Entity prior to the Contract's negotiations.

Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially in complete or in accurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially in complete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification,(i) the Procuring Entity shall been titled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment with in thirty (30)days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract."

BREAKDOWN OFAGREED 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 Charges[1]*	*Overhead[1]*	*Subtotal*	*Profit[2]*	*Away from Home Office Allowance*	*Agreed Fixed Rate per Working Month/Day/Hour*	*Agreed 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 [FormFIN4] 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 OFADVANCE 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.

Itisaconditionforanyclaimandpaymentunderthisguaranteetobemadethattheadvancepaymentreferredto 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 ,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office o n or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

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

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-relatedComplaintinrelationtothedecisiontoawardthecontract. The successful Consultant

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful Consultant*]
Contract price:	[*insert contract price of the successful Consultant*]

i) Short listed Consultants

[INSTRUCTIONS: insert names of allshortlistedConsultantsandindicatewhichConsultantssubmittedProposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overalltechnicalscoresandscoresassignedforeachcriterionandsub-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*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Subcriterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Subcriterion c: ……etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]
[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*] Subcriterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Subcriterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Subcriterion c: ……etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]

[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*] Subcriterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Subcriterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Subcriterion c: ……etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]
[*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: [*insert name of Procuring Entity*]
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: [*insert name of Procuring Entity*]
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 Procurementrelated 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 the Procuring Entity.

(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
On behalf of [*insert the name of the Procuring Entity*]:

Signature:___ Name: _____

_____

Title/position:

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.

Telephone:



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 the Procuring Entity of ……dated the…day of ……..20…….in the matter of Tender No……..…of ……..20….. 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 of ……....20…..……

SIGNED

Board Secretary

3. LETTER OF AWARD

*[use letterhead paper of the Procuring Entity] [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 here by 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

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED

THE FORM *This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant 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 Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly 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.*

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]*

I) 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 holding25% 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]*

_____

*NameofthepersondulyauthorizedtosigntheProposalonbehalfoftheConsultant: ** [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]