

REPUBLIC OF KENYA



BARINGO COUNTY GOVERNMENT

TENDER DOCUMENT

For

TENDER NO:BRCG/TNR/T&E.P/283/2017/2018

TENDER NAME: REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF COUNTY INTEGRATED MONITORING AND EVALUATION INFORMATION SYSTEM (CIMEIS).

FINANCIAL YEAR 2017/2018

OFFICE OF THE GOVERNOR,
BARINGO COUNTY GOVERNMENT

P. O. Box 53 - 30400

KABARNET

Tel:053 22115

CLOSING DATE: THURSDAY, APRIL 05, 2018

TIME: 12.00 NOON (EAST AFRICAN TIME)

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SECTION I - LETTER OF INVITATION

To _____ Date _____

Dear Sir/Madam,

The Baringo County Government invites proposals for the following consultancy services for **Development of a Result Based Monitoring and Evaluation System**.

- 1.1 More details of the services are provided in the terms of reference herein.
- 1.2 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Consultants
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Forms
- 1.3 On receipt of this RFP please inform us
 - (a) that you have received the letter of invitation; and
 - (b) whether or not you will submit a proposal for the assignment

Yours Faithfully

**THE COUNTY SECRETARY
BARINGO COUNTY GOVERNMENT**

SECTION A: BACKGROUND AND SCOPE OF THE SERVICE

BACKGROUND INFORMATION

1. BACKGROUND

Baringo County Government (BCG) would like to develop a results-based Integrated Monitoring and Evaluation System. In this connection, BCG will require services of a consultant to develop a monitoring and evaluation system. The proposed M&E system must take into account the existing systems in place and in accordance with the County Integrated Monitoring and Evaluation System (CIMES) guidelines. The system should be an integrated, effective and user friendly tool that could facilitate the generation of monitoring and evaluation reports.

2. SCOPE OF WORK AND SPECIFIC TASKS

This consultancy assignment will involve reviewing existing organization/program/project monitoring and evaluation framework, performance indicators, as well as existing monitoring and evaluation systems which are implemented by the BCG; to identify strengths, weaknesses, opportunity and threats (SWOT) of existing monitoring and evaluation systems. Based on key findings, Consultant will work with BCG Directorate of Economic Planning and Budget under the department of Finance and Economic Planning to propose an effective Integrated M&E Information System and provide training on monitoring and evaluation to their staff. The Consultant will be required to demonstrate skills, methods and knowledge on monitoring and evaluation using participatory and practical training approaches. Specific tasks will include: Reviewing existing monitoring and evaluation systems of the BCG (if available) and relevant project documents which are implemented by selected departments to ensure that monitoring and evaluation systems and its indicators are linked to the County Government's mandate and evolving programs and to the growth objectives of the Government. These should include qualitative and quantitative monitoring of past and on-going programs and sustainability measures or "existing strategy" for the Departments.

SECTION B: - INFORMATION TO CONSULTANTS

1. Introduction

- 1.1** The consultants are invited to submit a Technical Proposal and a Financial Proposal for consultancy services required for the assignment named in the Letter of Invitation. The proposals will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.2** The consultants must be familiar with designing M&E systems. To obtain first-hand information on the assignment, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in Appendix "A" to arrange to obtain additional information where necessary.
- 1.3** Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals

submitted.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification on any of the RFP documents only up to **five (5)** days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in Appendix "A". The Client will respond by cable or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them.

3. Preparation of Proposal Technical

- 3.1 The Consultants proposal shall be written in English language
- 3.2 In preparing the Technical Proposal, consultants are expected to examine The Terms of Reference Section and the Proposal documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
 - (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate.
 - (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - (iii) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
 - (iv) Evidence of standing arrangement for undertaking joint consultancy assignment shall be provided.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
 - (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature, their contract sum, name of client and contacts. For each assignment the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - (iii) A description of the methodology and work plan for performing the assignment.
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the duration the assignment is expected to take.
- (vii) A detailed description of the proposed methodology and staffing.

Financial Proposal

- 3.5 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) (office equipment, furniture, and supplies), printing of documents, surveys. If appropriate these costs should be broken down by activity.
- 3.6 Consultants shall express the price of their services in Kenya Shillings (KES)
- 3.7 The Proposal must remain valid for **90 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Tender number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Tender and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [05th APRIL, 2018 At 12.00 Noon]**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix "A". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee and evaluation done thereafter. Bidders whose technical proposal attain the pass mark of 70% will be invited for an oral presentation. Financial proposals for Bidders who will not attain the pass mark after oral presentation will be returned un-opened.
- a) The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
 - b) Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

5. Proposal General Evaluation

- 5.1 From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the client on any matter related to its proposal. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 The client shall appoint a committee to evaluate both the technical & financial proposals. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.3 To form part of the technical evaluation the Consultants shall submit **Proposal and Presentations of Methodology and Work plan.**

6.o PRESENTATION

The successful bidders from the technical evaluation will be invited for a 45 minute presentation before financial bids are opened. The presentation will have a total score of 100. The minimum Presentation score (PS) required to pass is 70. The criteria for scoring the bidders during presentation indicated on the data sheets.

Total points scored in this evaluation will be summed to constitute a technical score.

EVALUATION AND COMPARISON OF TENDERS

Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any requirement in the tender document.

A. MANDATORY REQUIREMENTS (MR)

The following requirements must be met by tenderer

No.	Requirements	Conditions	B1	B2	B3	B4	B5
MR1	Must submit a copy of certificate of Registration/Incorporation	Year of Reg. Incorporation					
MR2	Must submit a copy of Valid Tax Compliance certificate	Serial No. Expiry Date					
MR3	Must submit a copy of PIN certificate	Serial No.					

Key:

B1=Bidder 1

B2=Bidder 2

B3=Bidder 3

B4=Bidder 4

B5=Bidder 5

At this stage, the Tenderers submission will be either responsive or non-responsive.

The non-responsive submission will be eliminated from the evaluation process and will not be considered further and their financial bids will be returned un-opened.

B. TECHNICAL EVALUATION

This section (Technical Evaluation) will be marked out of 100 and will determine the technical scores (TS).

No.	Evaluation Attribute	Max Score	B1	B2	B3	B3	B5	B6
T.S.1	Specific experience of the consultant related to the assignment	20marks						
T.S.2	Adequacy of the proposed work plan and methodology in response to the terms of reference	45marks						
T.S.3	Qualification and competence of the key staff for the assignment 5 years= 35 marks Rest prorata No of yearX35	35marks						

C. PRESENTATION

The successful bidders from the technical evaluation will be invited for a 45 minutes presentation before financial bids are opened. The criteria for scoring the bidders during presentation is as shown below:

NO	CRITERIA	Max scores
1	Demonstrate an understanding of the concept and process of preparation and development of County Integrated Electronic M&E Information System (CIMEIS)	20
2	Demonstrate how to review the existing organization project monitoring and evaluation framework, performance indicators, as well as existing monitoring and evaluation system implemented by BCG (SWOT analysis)	15
3	A clear demonstration of capacity building and training approach on monitoring and evaluation system including the adoption and operationalization of CIMEIS	20
4	Clear illustration on how to develop and Integrate GIS of development projects with the electronic M&E System.	20
5	Able to show/demonstrate other similar works/services previously undertaken within the last five years (evidence/ proof)	10
6	Able to explain and demonstrate how to deliver the expected outputs, and the project/assignment implementation process within the timelines	15
GRAND TOTAL		100

Only bidders who achieved a combined score of 70% and above in Technical and Presentation 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.

D. FINANCIAL EVALUATION

The evaluation will check the arithmetic errors and confirm the changed prices with the tenderer. Award is to be done to the lowest evaluated bidder.

No.	Evaluation Attribute	Weighting Score	Max Score	B1	B2	B3	B4	B5	B6
F.S.1	Arithmetic errors	(Original Tender Sum- Corrected Tender Sum)/ Original Tender							
F.S.2	Provision of Tender Security from a reputable Commercial Bank / Insurance Company which should remain in force for a period of 150 days from the date of Tender Opening.(2% of the total value)								
F.S.3	Grand Total (Ksh.)								

The single currency for price conversions is: **Kenya Shilling**.

The source of official selling rates is: **Central Bank of Kenya**.

The date of exchange rates is: **The Submission Closing Date.**

The formula for determining the financial scores is the following:

The proposals will be ranked according to their combined Technical (St),presentation(Sp) and financial (Sf)scores using the weights-

$$S=(St*T)+(Sp*T)+(Sf*F)$$

S=score

T - weight given to the technical proposal

P - Weight given to the Presentation

F - Weight given to the financial proposal

$$T=0.6$$

$$P=0.2$$

$$F=0.2$$

Financial score is determined using the formular: $Sf=100*Fm/F$

Sf=Financial score

Fm=the lowest price

F=price of the proposal under consideration

The address for negotiations is:

**County Secretary,
Baringo County Government
P. O. Box 53 - 30400,
Kabarnet**

The assignment is expected to commence **immediately after the date the contract becomes effective.**

7. AWARD OF CONTRACT

Opening and Evaluation of Financial Proposals

After both the Technical Proposal and Financial Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the qualifying criteria or were considered non-responsive to the RFP and Terms of Reference.

The Client shall simultaneously notify the consultants who have qualified. The notification may be sent by registered letter, or electronic mail.

The evaluation committee will determine whether the technical and financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal.

In all cases, the total price of the Financial Proposal as submitted shall prevail. The firm achieving the highest combined technical and financial score will be invited for *negotiations*.

8 NEGOTIATIONS

- 8.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in Appendix "A". The aim is to reach an agreement on all points and sign a contract.
- 8.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing ,payment schedule and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference indicating activities and logistics. The agreed work plan and final Terms of Reference will then form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 8.3 Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 8.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed. Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 8.5 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful.
- 8.6 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

9 CONFIDENTIALITY

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

**INFORMATION TO CONSULTANT
DATA SHEET**

SECTION C: - TECHNICAL PROPOSAL - STANDARD FORMS

These forms shall include:

- i). Technical Proposal submission form.
- ii). Firm's references.
- iii). Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv). Description of the methodology and work plan for performing the assignment.
- v). Team composition and task assignments.
- vi). Format of curriculum vitae (CV) for proposed professional staff.
- vii). Time schedule for professional personnel.
- viii). Implementation schedule.

SECTION D. TECHNICAL PROPOSAL SUBMISSION FORM

(_____ Date)

To: _____ (Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

(Title of consulting services) in accordance with your Request for Proposal dated (Date) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, (and a Financial Proposal sealed under a separate envelope-where applicable).

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

We remain,

Yours sincerely,

_____ (Authorized Signature)

_____ (Name and Title of Signatory)

_____ (Name of Firm)

_____ (Address)

(ii). FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name: Country
Location within Country: Professional Staff provided by Your Firm/Entity (profiles):
Name of Client and Tel. Contact
Address: No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs) (Month/Year):
Name of Associated Consultants. If any: No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed
Narrative Description of project:
Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory _____

(iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.

(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(v) TEAM COMPOSITION AND TASK ASSIGNMENTS-----

1. Composition of Team

No.	Name of Firm	Tasks
1		
2		
3		
4		
5		

2. Technical/Managerial Staff of each member of the team

Name	Position	Tasks

3. Support Staff for each member of the team

Name	Position	Tasks

vi.) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED

PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on

assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe my qualifications, my experience, and me.

_____ Date:

(Signature of staff member)

Date: _____

(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

(viii). IMPLEMENTATION SCHEDULE

**(a) Performance Evaluation, Training of Trainers and Leadership skills -
TO BE COMPLETED SEPARATELY FOR EACH PROGRAMME**

Activity (Work)					

SECTION E: - FINANCIAL PROPOSAL - STANDARD FORMS

These forms shall include;

1. Financial Proposal submission form.
2. Summary of costs.
3. Breakdown of price per activity.
4. Breakdown of remuneration per activity.
5. Miscellaneous expenses.

(I). FINANCIAL PROPOSAL SUBMISSION FORM

_____ *(Date)*

To: _____

(Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address]*

SECTION F: - TERMS OF REFERENCE

1. Scope of Work and Activities:

This consultancy assignment will involve: 1) reviewing existing organization/ program/ project monitoring and evaluation framework, performance indicators, as well as existing monitoring and evaluation systems which are implemented by the BCG; to identify strengths, weaknesses, opportunity and threaten (SWOT) of existing monitoring and evaluation systems. 2) Based on key findings, Consultant will work with BCG Directorate of Economic Planning and Budget to propose an effective Electronic Integrated M&E Information System (CIMEIS) 3) provide training on monitoring and evaluation system including the adoption and operationalization of CIMEIS by the implementing departments/Agencies staff particularly the departmental M&E champions, and the entire M&E structures in the County. The Consultant will be required to demonstrate skills, methods and knowledge on monitoring and evaluation using participatory and practical training approaches.

2. Based on the results of reviewing and analysing, the consultant will:

- i. Develop an appropriate and feasible proposal for accessing organizational M&E systems, and for developing or revising current M&E system at the selected departments/Agencies if necessary.
- ii. Design a participatory training program on monitoring and evaluation with the aim to improve knowledge and skills on project monitoring and evaluation for the BCG. Training program should be focused on organization/ program/ project monitoring and evaluation, methods and tools used for collecting information and data, process of quantitative and qualitative data collection and analysis, development of monitoring and evaluation framework, participatory data collection, management information system and information management.
- iii. The training program participatory and practical approaches to ensure that participants are able to absorb the knowledge sufficiently and apply project monitoring and evaluation into their projects and organizations.
- iv. Assisting staff in adopting and refining monitoring and evaluation plans.
- v. Conduct consultation meetings to develop Organization's M&E system which is reflected the needs and requirements of the BCG.
- vi. Writing final training report which reflects results of the training, recommendations of participants and proposing follow up work plan for each department.

3. Time and location

Exactly time schedule of the capacity building activity will be discussed with the selected consultant. The working location and training venue is in Baringo County.

4. Supervision

The Consultants will be expected to perform the duties under the overall supervision of Chief Officer Finance and Economic Planning.

5. Final Products and Deliverables

- i. County Integrated M&E Information System (CIMEIS) that is Web-Based and

- Geographical Information System (GIS) in build.
- ii. Approved training program and working schedule
- iii. Final training report
- iv. Project End-Term Evaluation Report

6. Required qualifications and experience

- i. At least Master degree (or equivalent experience) in the related fields of the assignment
- ii. Minimum ten (10) years of professional experience in a field related to developing organizational Monitoring and Evaluation Systems; and capacity building and training
- iii. Proven skills in capacity building, with experience providing trainings on the above mentioned topics;
- iv. Previous working experience with Counties is an advantage

7. How to apply

Interested candidates with the right qualifications and motivation are invited to bid enclosing the following:

- i. Full CV in English;
- ii. Proposal addressing the understanding of the assignment (including relevant background);
- iii. short methodology,
- iv. work plan,
- v. budget proposal,
- vi. evidence of technical capacity and relevant experience;
- vii. three references, including their contact details

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I. FORM OF CONTRACT

This Agreement (hereinafter called the "Contract") is made the (_____) day of the month of _____ [month], _____ [year], between Baringo County Government (hereinafter called the "Client") of the one part AND _____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - The following Appendices:
 - Appendix A: Reporting Requirements
- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ (name of client)
 [Full name of Client's authorized representative] _____
 [Titl] _____
 [Signature] _____
 [Date] _____

For and on behalf of _____ (name of the consultant)
 [Full name of Consultant's authorized representative] _____

 [Title] _____
 [Signature] _____
 [Date] _____

II. General Conditions of Contract

1. General Provisions

1.1 Definitions 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 (or in such other country as may be specified in the Special Conditions of Contract [SC]), as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "Foreign Currency" means any currency other than the currency of the Republic of Kenya;
- (e) "GC" means these General Conditions of Contract; o "Government" means the County Government of Baringo;
- (f) "Local Currency" means the currency of the Republic of Kenya;
- (g) "Member," in case the Consultant consist of a joint venture of more than one entity, means any of these entities; and "Members" means all these entities;
- (h) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subcontract as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside Kenya; "Local Personnel" means such persons who at the time of being so hired had their domicile inside Kenya; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a);
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto;
- (m) "Subcontract" means any person or entity to whom/which the Consultant subcontract any part of the Services in accordance with the provisions of Clause GC 3.7;
- (n) "Third Party" means any person or entity other than Government, the

Client, the Consultant or a Subcontract.

- 1.2 **Relation between the Parties.** Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, have complete charge of Personnel and Subcontract, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 **Law Governing Contract.** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4 **Language.** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 **Headings.** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 **Notices**
 - 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail or facsimile to such Party at the address specified in the SC.
 - 1.6.2 Notice will be deemed to be effective as specified in the SC.
 - 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC
- 1.7 The Services shall be performed at such locations as are specified in Section F hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Client may approve.
- 1.8 **Authority of Member in Charge** In case the Consultant consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 **Authorized Representatives.** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.10 **Taxes and Duties.** Unless otherwise specified in the SC, the Consultant, Sub-Consultant and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
2. **Commencement, Completion, Modification and Termination of Contract**
 - 2.1 **Effectiveness of Contract.** This Contract shall come into force and effect on the date (the "Effective Date") of the Client'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 SC have been met.

- 2.2 Termination of Contract for Failure to Become Effective.** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' 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.
- 2.3 Commencement of Services.** The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.4 Expiration of Contract.** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.5 Entire Agreement** 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.
- 2.6 Modification.** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.
- 2.7 Force Majeure.**
- 2.7.1 Definition**
- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subcontract or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
 - (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 2.7.2 No Breach of Contract.** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar 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.

2.7.3 Measures to be taken.

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time. 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.

2.7.5 Payments. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation. Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their 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) days after receipt by the Consultant of such notice of suspension.

**2.9 Termination
By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such

further period as the Client may have subsequently approved in writing;

- (b) if the Consultant become (or, if the Consultant consist of more than one entity, if any of their 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 fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.9.2 By the Consultant. The Consultant may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if the Client 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 Client of the

Consultant' notice specifying such breach;

- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations. Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder 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 GC 3.3 hereof, (iii) the Consultant' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment. Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the **Termination Consultant:**

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes If either Party disputes whether an event specified in paragraphs (a) **about Events** through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of **Termination** notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of

such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance. The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced 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 faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subcontract or Third Parties.

3.1.2 Law Governing. Services The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subcontract, as well as the Personnel of the Consultant and any Subcontract, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions Discounts, etc. The remuneration of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant' sole remuneration in connection with, this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the *Consultant* shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Subcontract, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies If the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of the funding agency, as the case may be, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultant and Affiliates Not to Engage in Certain Activities. The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the **in** Consultant, as well as any Subcontract and any entity affiliated with such Subcontract, shall be disqualified from providing goods, works or services (other than the Services and any

continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities. The Consultant shall not engage, and shall cause their Personnel as well as their Subcontract and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, their Subcontract and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultant

Subject to additional provisions, if any, set forth in the SC, the Consultant' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out of the consultant

Insurance to be taken out by the insurer. The Consultant (i) shall take out and maintain, and shall cause any Subcontract to take out and maintain, at their (or the Subcontract', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting. The Consultant (i) shall keep accurate and systematic accounts and **Inspection and** records in respect of the Services hereunder, in accordance with **Auditing** internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and (iii) shall permit the funding agency to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Bank, if so required by the Bank.

3.7. Consultant's Actions Requiring Client's Approval. The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel as are listed in Appendix C merely by

title but not by name;

- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subcontract and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Subcontract and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations. The consultant shall submit to the client the reports and documents specified in Appendix B hereto, in the form, in the numbers time and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultant to be the Property of the Client. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

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

4. Consultant's Personnel and Subcontract

4.1 General. The Consultant shall employ and provide such qualified and experienced Personnel and Subcontract as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of 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 Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Subcontract listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultant propose to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the country) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel 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 E hereto.

- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultant' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or (a) Replacement of Personnel.

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client 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 Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Consultant

If required by the SC, the Consultant shall ensure that at all times during the Consultant' performance of the Services in Kenya a resident consultant, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions. Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

5.2 Access to Land. The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in Kenya in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or

negligence of the Consultant or any Subcontract or the Personnel of either of them.

5.3 Change in the Applicable Law. If, after the date of this Contract, there is any change in the Applicable Law 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 GC 6.1(b).

5.4. Services, facilities and properties of the client. The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5. Payment. In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6. Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultant, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultant' advice, as shall be specified in such Appendix F. Counterpart 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 which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. Payments to the Consultant

6.1 Lump- Sum Remuneration

The Consultant's total remuneration shall not exceed Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, ravel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the

Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4. Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Republic of Kenya.

7. Fairness and Good Faith

7.1 Good Faith. 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.

7.1 Operation of the Contract.

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

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

1.4 The language is **English**.

1.6.1 The addresses are:

Client: **County Secretary**
Baringo County Government
P.O. BOX 53-30400 Kabarnet

Consultant: _____

Attention: _____

Cable Address: _____

Facsimile: _____

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery, **on delivery**;

(b) in the case of registered mail, **seven (7) business days** following dispatch;

(c) in the case of facsimiles, **one (1) business day** following confirmed transmission.

1.8 The Member in Charge is *[name of member]*.

Note: If the Consultant consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SC 1.6.1 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.]

1.9 The Authorized Representatives are:

For the Client:

The County Secretary, or designated representative as may be communicated from time to time

For the Consultant: _____

2.1 The effectiveness conditions are the following:
Signature of the Contract by the two parties

2.2 The time period shall be **not exceeding one (1) month** as per TOR or such other time period as the parties may agree in writing.

2.3 The time period shall be **seven (7) days** or such other time period as the parties may agree in writing.

2.4 The time period shall be **two (2) months or such other time period as the parties may agree in writing.**

3.1 3.1 Limitation of the Consultant' Liability towards the Client

(a) Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultant hereunder, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultant' 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."

4.1 The following provisions shall apply to payment

(a) For Local suppliers, Baringo County Government' payment terms are 30 days upon receipt of certified invoices and delivery notes ,confirming that the invoiced service/material has been delivered and is in accordance with the contract.

(b) For those outside Kenya, Baringo County Government preferred terms of payment are by irrevocable Letter of Credit. Any letter of credit extension/amendment charges that may result due to beneficiary's delays or mistakes shall be to at their account.

Appendix A- Clause Reference

**The name and address of the Client's Official(s) are:
Baringo County Government
Office of the Governor
P.O. Box 53, 30400
Kabarnet.**

1.1 The Client's address for clarifications is as given on clause 1.0 above.
1.2 Consultants must submit **one original** and **one Copy** of each proposal.

1.3 The proposal submission address as mentioned on the letter of invitation.

- 1.4 Proposals must be submitted no later than 12.00 noon **05th April, 2018**
- 1.5 The address to send information to the client is the same as the address for Submission of proposals as mentioned on the letter of invitation.

Appendix B—Reporting Requirements

The Consultant shall prepare or cause the Contractor to prepare and submit to Baringo County Government a full report upon completion of the task. The above documents shall also be submitted in soft copy.

Appendix C- Performance Security Form

(To be on the Letterhead of the Bank)

To: **Baringo County Government**
P.O Box 53-30400
Kabarnet

WHEREAS _____ *[name of Contractor]*
 (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
 dated _____ 2015 to provide (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein Performance Security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total
 (words) _____

(figures) _____, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 2015.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Appendix D—Key Personnel and Sub-Consultant

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and staff-months for each.

Appendix E — Medical Certificate

Not Applicable

Appendix F — Hours of Work for Key Personnel

List here the hours of work for Key Personnel.

Appendix G—Duties of the Client

F-1 Venue for the awareness exercise and the baseline survey to be conducted for employees, office space shall be provided

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or renderers' who choose to participate in this tender)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 — General

Business Name:

Certificate of Incorporation / Registration No

Location of business premises: Country.....

Physical address Town.....

Building Floor Plot

No..... Street / Road

Postal Address Postal / Country Code

Telephone No's Fax No's.....

E-mail address

Website.....

Contact Person (*FullNames*) Direct / Mobile No's

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

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

(Applicable to Local suppliers only)

Local Authority Trading License No Expiry Date

Value Added Tax No

Value of the largest single assignment you have undertaken to date (*US\$/KShs*)

Was this successfully undertaken? **Yes / No** (If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel No's.....

Part 2 (a) — Sole Proprietor

Full names

Nationality..... Country of Origin

(Attach brochures or annual reports in case of public companies)

Part 2 (b) — Partnerships

Give details of partners as follows:

Full Names	Nationality	Citizenship Details	Shares
1.....

*Citizenship Details.....

Company Profile.....

2
3
4
Company Profile (*Attach brochures*)

Part 2 (c) — Registered Company

Private or public.....
Company Profile (*Attach brochures or annual reports in case of public companies*)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

Full Names	Nationality	Citizenship Details	Shares
1.....
2.....
3.....
4.....

Part 2 (d) — Debarment

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

Full Names
.....
Signature
Dated this day of 2018.
In the capacity of
.....
Duly authorized to sign Tender for and on behalf of.....

Part 2 (e) — Criminal Offence

I/We, (Name (s) of Director (s)):-
a)
b)
c)
d)

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

Signed For and on behalf of M/s

In the capacity of

Dated this day of..... 2016.

Suppliers' / Company's Official Rubber Stamp.....

Part 2 f) — Conflict of Interest

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

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of.....

Dated this day of..... 2016

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (g) — Interest in the Firm:

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

..... (Delete as necessary) Institution.....

(Title)

(Signature)

(Date)

2(h) — Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipment in the last two (2) years.

Company Name	Country	Contract/Order No.	Value
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1
---	-------	-------	-------

2
---	-------	-------	-------

3
---	-------	-------	-------

Contact person (Full Names) E-mail address.....

Cell phone no.....

(Note: The person

should be at the level of director) *Attach proof of citizenship * Attach certified copies of the following documents:

- a) Previous orders from companies supplied before
- b) Certificate of Incorporation/Registration
- c) Tax Compliance Certificate (for local suppliers)
- d) Audited Financial Statements / Accounts for the last two (2) years
- e) Valid Local Authority/Trade License (for local suppliers)
- f) The Power of Attorney for joint ventures

***The above documents should be submitted if they are applicable to bidder.**

Part 2(i) — Declaration

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

Full names

Signature For

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

In the capacity of.....

Dated this day of..... 2018.

Suppliers' / Company's Official Rubber Stamp.....