

EMBU COUNTY GOVERNMENT



DEPARTMENT OF FINANCE AND PLANNING

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**REQUEST FOR PROPOSAL (RFP)
FOR
REVENUE MANAGEMENT SYSTEM**

TENDER NO: EBU/CNT/T/07/2017-2018

Feb 2018

RFP NO: EBU/CNT/T/07/2017-2018

The County Government of Embu is one of the 47 counties in Kenya. It is the duty of the County of Embu through representation to offer diverse and beneficial services to its citizens as provided in the fourth schedule of the Kenyan Constitution. The county identifies key priority issues that it has dedicated entirely a greater part of its revenue in delivering efficiency. They include poverty, unemployment, infrastructure development and insecurity. However, in our annual county budgets, allocations have not been sufficient to eradicate/minimize and cover these issues, hence straining the little revenue collected.

The County has been struggling to meet its revenue targets despite the immense potential. The above underscores the need to enhance revenue generation through identification of revenue streams automation and sealing of leakages in collection creation and establishment of robust semi-autonomous Embu Revenue Authority equipped with the right tools and all enabling infrastructure to deliver on its mandate

Therefore, in the County Fiscal Strategy Paper, which provides an overview on how the county intends to raise and spend its money in following financial years, the county intends to implement a sound revenue system, a cashless revenue collection system at its revenue collection points. The system will enhance administrative accountability by empowering communities. The system will be of modern technology offering convenience in revenue that highly improves revenue collection performance while making the county competitive in providing its services.

The county government in return will improve its targeting revenue collection mechanisms and systems to reach its collection targets of 95% aimed at expanding the revenue base and increasing tax compliance through integration of proper technology in revenue collection.

Interested Consultant Firms may obtain further information from the office of the **Head Supply Chain Management** and inspect the tender document from the County's Website **www.embu.go.ke**

A complete set of tender documents may be obtained by the Interested Consultant Firms from the County's Website **www.embu.go.ke**

Prices quoted should be net inclusive of all taxes and delivery costs and must be in Kenya Shillings.

Completed tender documents should be enclosed in two plain sealed envelopes, One clearly bearing the tender number and the title 'Technical Proposal' and the other envelope marked Tender Number and the title 'Financial Proposal'. Both envelopes should be deposited in the Tender Box at Ground Floor Embu Office of the Governor Building on Embu-Meru Road

be addressed to:-

**COUNTY SECRETARY
EMBU COUNTY GOVERNMENT
P.O. Box 36-60100 EMBU**

So as to reach the addressee on or before **11:00 am, Friday, 2 Mar 2018**. The tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Director Supply Chain Manager's Office.

**COUNTY SECRETARY
EMBU COUNTY**

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1. SECTION I - LETTER OF INVITATION

To: All Interested Consultants Firms

Date: 16th February, 2018

Ref: EBU/CNT/T/07/2017-2018

**RE: REQUEST FOR PROPOSAL FOR REVENUE MANAGEMENT SYSTEM
TENDER NO: EBU/CNT/T/07/2017-2018**

- 1.1 The Embu County invites proposals for the implementation and maintenance of a system for revenue management.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form

Yours faithfully,

**COUNTY SECRETARY
EMBU COUNTY GOVERNMENT**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 Embu County Government (ECG) named the Appendix to “ITC” will select a firm among the bidders in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where ECG intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with ECG regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that **(i)** the costs of preparing the proposal and of negotiating the Contract, including any visit to ECG are not reimbursable as a direct cost of the assignment; and **(ii)** ECG is not bound to accept any of the proposals submitted.
- 2.1.6 ECG’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The tender document shall be downloaded from ECG’s website: www.embu.go.ke

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to ECG's **address indicated in the Appendix "ITC"**. ECG will respond by paper mail 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 interested consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, ECG may for any reason, whether at his own initiative or in response to a clarification requested by an interested firm, amend the RFP. Any amendment shall be issued in writing through addenda that shall be uploaded or posted into the County's website. ECG may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants interested for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the **estimated number of professional staff-time is given in the Appendix**. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) **Proposed professional staff must as a minimum, have the experience indicated in Appendix,** preferably working under conditions similar to those prevailing in Kenya.
- (v) **Alternative professional staff shall not be proposed** and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by ECG.
- (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 ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, **if Appendix "A" specifies training as a major component of the assignment.**
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4.0 Preparation of Financial Proposal

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

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, **unless Appendix “A” specifies otherwise.**

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

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

2.4.5 The Proposal must remain valid for 60 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 shall agree to the extension.

2.5.0 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see **Para. 1.2**) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 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.

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

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

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

2.6.0 Proposal Evaluation General

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

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

2.7.0 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the terms of reference section.

Each responsive proposal will be given a technical score (St).

A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8.0 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, ECG shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. ECG shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. ECG shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has cost all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$Sf = 100 \times \frac{F^M}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined

- technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows: - $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by ECG within 30 days of receiving the request.

2.9.0 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to ECG indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. ECG and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, ECG expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, ECG will require assurances that the experts will be actually available. ECG will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is

not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

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

2.10.0 Award of Contract

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

2.10.2 The selected firm is expected to commence the **assignment on the date and at the location specified in Appendix "A"**.

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

2.10.4 ECG may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 ECG shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

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

2.11.0 Confidentiality

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

2.12.0 Corrupt or fraudulent practices

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

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

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

Appendix to Information to Consultants

This appendix to the Information to Consultants (ITC) shall complement or amend the provisions of the ITC. Wherever there is a conflict between the provisions of the ITC and the provisions of this appendix, the provisions of this appendix herein shall prevail over those of the ITC.

Clause Reference	
2.1	The name of the client is COUNTY GOVERNMENT OF EMBU
2.1.1	The method of selection is price and quality
2.1.2	Technical and Financial Proposals are requested: Yes The name, objectives, and description of the assignment are: Supply, implementation and maintenance of a Revenue Management System
2.1.4	The client will provide the following inputs during implementation of the assignment: relevant project data requested by the consultant and relevant members of staff where training is to be done
2.1.6 (vii)	Training is a specific component of this assignment: Yes The solution provider will be expected to provide training to ECG staff to enable them to use the solution effectively and carry out any required administrative functions
2.1.9	The Client address is: County Secretary Embu County Government P.O. Box 36-60100 Embu, Kenya Email for clarifications: countysecretary@embu.go.ke OR info@embu .go.ke
2.4.2	Taxes: All prices quoted should include local taxes, duties, fees, levies and other charges imposed under Kenyan law
2.5.2	Vendors must submit an original and two additional copies of each proposal
2.5.3	The proposal should bear the submission address provided in 2.1.9 above and Information on the outer envelope should also bear the name of the assignment provided in 2.1.2 above. Completed tender documents should be enclosed in two plain sealed envelopes, One clearly bearing the tender number and the title 'Technical Proposal' and the other envelope marked Tender Number and the title 'Financial Proposal'.
2.5.4	Proposals must be submitted not later than the following date and time: 11:00 am. 2nd March, 2018.

2.6.1	The address to send information to the Client is as provided in 2.1.9 above
2.6.3	The minimum technical score required to pass: Technical score of 70%
2.7.1	The evaluation criteria and minimum technical score is provided in the Terms of reference section
2.8.5	The weights given to the Technical and Financial Proposals are: T= _____ 0.80 F= _____ 0.20
2.10.2	Expected commencement date for the assignment is within 20 days after tender opening.

2. SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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1. 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 that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. 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:		Client contact person for the assignment:
Address:		No of staff-months; duration of assignment:
Start date (month/year):	Completion date (month/year):	Approx. value of the services/fees (Ksh): (Separately indicate implementation costs and ongoing operational/transaction costs where applicable)
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; _____

3. 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.

4. DETAILED DESCRIPTION OF THE PROPOSED SOLUTION

5. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

6. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

**7. 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 me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ Date; _____

[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

8. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

9. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report (c) Third Status report	
3. Draft Report	
4. Final Report	

10. DETAILED HARDWARE AND SOFTWARES FOR THE PROPOSED SYSTEM

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

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1. 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 split into a one-time implementation cost of Kshs (if applicable) and operational/transaction costs as follows (*indicate how any operational costs will be determined*)
(_____) *[All Amounts should be indicated in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

NOTE:

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

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

Costs	Currency(ies)	Amount(s)-S/W leasing model	Amount (s)-S/W owned by ECG model
Implementation Costs (Capex)			
Recurring costs (Opex) Subtotal			
Taxes		_____	
Total Amount of Financial Proposal			

3. OPERATIONAL/ RECURRING COSTS

(Please indicate the applicable operational costs and how these are determined.)

4. BREAKDOWN OF IMPLEMENTATION COST PER ACTIVITY

Activity NO.: _____	Description:_____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

5. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names Amount	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

6. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____
	Grand Total				

7. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____				
2.	____ (telephone, telegram, telex)				
3.	Drafting, reproduction of reports				
4.	Equipment: computers etc.				
	Software				_____
	Grand Total				

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR A REVENUE MANAGEMENT SYSTEM

5.1 Introduction

The County Government of Embu, (ECG) was established by the current Constitution of Kenya which created 47 counties as part of the devolved government structure. The constitution provided for the counties to become fully operational after the 2013 general elections. The ECG government derives its mandate from Chapter 11 of the Constitution of Kenya, and its functions are further elaborated by the County Government Act 2012. The County's core mandate is to provide and manage basic social and physical infrastructure services to the residents of Embu.

The development of each of the country's newly formed Counties is also guided by the national development goals and aspirations, foremost of which is embodied in Kenya Vision 2030.

The new administration has identified use of ICT as key instrument for better service delivery through Automation of various operations and majorly revenue collection.

One of the solutions identified is a Revenue Management System which is expected to provide convenient payment options for citizens and increase efficiency and effectiveness of the revenue collection and management processes.

5.2 System Objectives

The main objectives of the Revenue Management System will be:

5.2.1. Enhancement of revenue collection from both structured and unstructure channels-See the attached List of Revenue Channels.

5.2.2. provide a cashless system of payment that will seal revenue leakages and promote transparency.

5.2.3. Generation of relevant reports for revenue management and dashboards for real time and online monitoring of revenue collection. Such report should be in a form suitable to the user (graphical, text, Excel, word, pdf etc). The reporting module should provide for region based reporting (ward/sub county etc), individual based reporting (e.g for a certain revenue collector as would be the case for parking, barriers, markets etc) and channel based reporting eg permits, land rates, cess, market fee, rents etc).

5.2.4. Provide for electronic payments such as mobile money transfer, debit/credit card payments and electronic money transfer (RTGS/EFT) in addition to the more traditional options of cheques and direct deposit to the bank.

5.2.5. Reliability and availability in different locations (Sub-Counties/major towns/revenue collection points) on a 24/7 basis. The System should be available at least 99% of the time.

5.2.6. Resilience and Security of transactions against cyber attacks and any other possible fraud.

5.2.7. Audit trails on system Access and transactions

5.2.8. All collections through this system should be banked to the County's Revenue Collection Account

5.3 Scope of work

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

5.3.1. Provide of an authentic system that will facilitate payment and secure funds collection. It will be used for management of accounts and funds collection so as to reduce the interface between people and cash payment systems.

5.3.2. The system should allow Embu county residents to have a choice to use their preferred payment option such as mobile money, plastic cards or cash through a system that is secure and suggested by the consultant.

5.3.3. The revenue collection system should capture services that include but not limited to parking, land rates payments, licensing, market fees, house rents, building plan approvals, cess fee, bus park fee, medical fee, service charges etc.;

5.3.4. Provide guidance and support on any pre-implementation activities that County needs to undertake in readiness for the roll out of the solution

5.3.5. Implementation of a Revenue Management Systems meeting the unique requirements of Embu County as provided for in the Embu County Finance Act and other revenue laws.

5.3.6. Identifying areas where the Revenue Management System will need to integrate with existing systems and carrying out of such integration (eg. LAIFOMS and the Hospital Management System).

5.3.7. Training of key stakeholders with respect to use of the system on use and management of the solution.

5.3.8. Detailed Support and maintenance of the solution such that support request are handled within at most four working hours.

5.3.9 The system should have the following modules;

- Security
- Administration and configurations
- Services and packages
- Electronic payment gateway
- Cashier
- Electronic Wallet System
- Card Management System
- Backend
- Enforcement module
- Performance Management Module
- Performance Dashboard
- Inquiries and Reports
- Settlements and clearance

5.3.10 The payment channels should include but not limited to;

- Point of Sale Terminals
- Online internet portal
- Kiosk
- Mobile Payments, etc

5.3.11 The system should be able to give reports on revenue collected and able to validate information automatically;

5.3.12 Any addendum /Changes will be communicated through the County Website: www.embu.go.ke

5.4 Other requirements of the Solution

Other than the requirements mentioned 5.2 (objectives of the system) and 5.3 (Scope of work) above the solution should:

- 5.4.1. Be practical and easy to use for citizens and county staff involved in collection, verification and enforcement.
- 5.4.2. Be easy and fast to deploy
- 5.4.3. Demonstrate a secure cash management process.
- 5.4.4. Works within existing communication infrastructure and does not contravene any existing laws

5.5 Training

In providing training the vendor will be expected to:

- 5.5.1. Conduct training for Embu County staff on the use and maintenance of the system. A train the trainer model can be used.
- 5.5.2. Provision of training manuals/reference materials Support and maintenance.

5.6 The vendor will also be expected to support and maintain the solution:

This will include:

- 5.6.1. Providing a help line which users of the system can call to report any problems
- 5.6.2. Providing upgrades, troubleshooting and fixes to the solution.
- 5.6.3. Provide 24/7/365 99% availability of the solution. A comprehensive Service Level Agreement (SLA) to be provided by the bidder.

5.7 Terms of References for Revenue Collection System.

The terms of reference for the system are collectively defined by what is in section 5.2, 5.3, 5.4,5.5 and 5.6 above and additionally include those indicated below:

- 5.7.1 The solution should have ability to process transaction on real time basis.
- 5.7.2 The Solution should have ability to generate PDF, Excel, CSV reports
- 5.7.3 Should have capabilities for real time SMS and e-mail notification and reminders to payee.
- 5.7.4 Should demonstrate ability to accept transactions on Mobile, Over the internet and Over the counter
- 5.7.5 Should possess a Valid and Reputable security mechanisms
- 5.7.6 The bidder should demonstrate an ability to recruit / have an existing partnership with revenue collection agencies.
- 5.7.7 Support Integration to IPRS. (Integrated Population Registration System)
- 5.7.8 Should possess a minimum of 2 years' experience in electronic revenue collection
- 5.7.9 Should provide a list of at least 5 Clients you have provided with similar services
- 5.7.10 Should offer 24/7 Support
- 5.7.11 The system should be able upload and back up data to the County's preferred servers.

5.8 Evaluation Criteria

The evaluation at this stage will be technical and financial evaluation.

All information provided by bidders will be subject to verification. Providing false information will lead to disqualification. Where applicable, bidders should provide relevant evidence.

The preliminary will be the first stage of evaluation. All proposals that will be responsive at that stage will qualify for technical proposal. while those that will not qualify will be eliminated at that stage. The preliminary evaluation will involve review of compliance to mandatory requirements which must be submitted in the **technical proposal** as set out below. Vendors who do not meet the below requirements will be disqualified.

- a. Certificate of Incorporation
- b. Tax Compliance
- c. Audited Accounts
- d. Serialization of Tender Documents
- e. A **duly executed** teaming agreement **if two or more firms** are jointly responding to the tender. This should be in **compliance with laws of Kenya**. The teaming agreement should indicate the **nature and duration of** the partnership. It should be signed and **sealed by authorized signatories for all**. The teaming agreement **should clearly state the lead partner and the roles and responsibilities for all parties. The lead partner will take responsibility for delivery of the assignment.**
- f. The proposal submission letters and the teaming agreement (where applicable) should be signed by the authorized signatory of the bidder.
- g. In preparing proposals vendors should note the instructions provided in **Section II – Information to Consultants** specifically paragraph **2.3 Preparation of Technical Proposal**. Proposals

with material deficiencies based on the instructions provided will be disqualified.

- h. Tender Documents should be intact
- i. Single Business Permit is mandatory

5.8.1. Right of Acceptance and Rejection

ECG reserves the right to accept any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the ECG. ECG is not bound to accept your proposal.

5.8.2. Vendor Selection

It is the intent of the ECG to select only responsible and responsive bidder.

5.8.3. Basis of Award

An evaluation team will judge the merit of proposals received in accordance with the criteria defined here-in and as per the technical items identified in the table (5.8.4).

In the absence of piloting before award of contract, the evaluation team will carry a **site visit to the company with the highest overall score and the runners up**. The Companies will recommend at least two sites.

Technical evaluation will carry 80% of the total score. Financial evaluation will carry 20% of the total score. Computation and ranking will be based on the formulae defined in section 2.8.5 of this document. The firm achieving the highest combined technical and financial score will be invited for negotiations as stated in section 2.8.5 of this document.

Please note that ECG reserves the right to contract additional revenue collection partners in future should the need arise. Details will be agreed at contracting stage.

5.8.4. Preliminary Item Table

S.N	Preliminary Item
a	Certificate of Incorporation
b	Tax Compliance
c	Serialization of Tender Documents
d	Tender Documents should be intact
E	A duly executed teaming agreement
f	Signed Proposal Agreement
g	Material deficiencies to the instructions
h	Tender Documents should be intact
i	Single business permit

5.8.5 Technical Items Table

S.N	Technical item	Assigned weight	Explanation (required for marks to be earned). Also, prepare for questions in case there is need for the clarification).
1.	System make	8	
	i. Web based system (Front end and backend)	1	
	ii. Accessible remotely via internet	1	
	iii. Scalable to accommodate new services	1	
	iv. Process transactions on real time basis	1	
	v. Provide support for SMS broadcasting for sending reminders and confirmation texts etc	1	
	vi. Provide for mobile, internet and over the counter user interfaces	1	
	vii. Transaction search e.g. to answer payment queries	1	
	viii. Deployable using cloud technology	1	
2.	Detailed Work plan	2	
	i. Provision for pre-implementation, implementation and post implementation activities	1	
	ii. Provision for teaming agreement where necessary	1	
3.	Support For Multiple Revenue channels	2	
	i. Structured e.g rates and rent	1	

S.N	Technical item	Assigned weight	Explanation (required for marks to be earned). Also, prepare for questions in case there is need for the clarification).
	ii. Unstructured e.g Parking and cess	1	
4.	Report Generation	14(6)	
	i. Dashboard for management to view online the status of revenue collection and to compare collected revenue against set targets.	2	
	ii. Flexible form-text, graphical etc	2	
	iii. Ability to filter by region, by individual, by given reporting period, by service (e.g incase of hospital) and by revenue channel.	4	
	iv. Export reports in various formats	1	
	v. Confirmation reports via SMS to customers	1	
	vi. User transactions statements/reports	2	
	vii. Provision for secure electronic receipts/invoices downloadable for printing or sending via email/SMS when necessary and with a reference number/ unique transaction ID for confirmation where necessary using barcode or QR reader e.g in parking	2	
5.	Support for various payments options	10 (4)	
	i. Mobile Payment systems	2	
	ii. Debit/ Credit card payments	2	
	iii. Electronic Money transfers (e.g RTGS, EFT etc)	2	
	iv. Cash, cheques and direct bank deposits	2	

S.N	Technical item	Assigned weight	Explanation (required for marks to be earned). Also, prepare for questions in case there is need for the clarification).
	v. Support for international remittances & foreign currency conversion	1	
	vi. Support for recurring payments, prepaid Imprest cards and wallets	1	
	vii. Support for low value transitions e.g Sh 10	1	
	viii. Support automatic reconciliation	2	
6.	Reliability and Availability	2	
	i. Uptime of 99%	1	
	ii. Available 24/7	1	
7.	Security and Resilience of transactions against cyber attacks	8(4)	
	i. Systems is adequately secured against cyber attacks e.g session management, SSL, two factor authentication, 3-d secure, Card Security standards –PCI DSS&CISP.	2	
	ii. System adequately provides for ability to bounce back within reasonable time in case of attack or failure	2	
	iii. Provide a secure cash management process	2	
	iv. Provide evidence of mitigation against loss of collections held before remittance	2	
8.	Audit trail on system access and transactions	5	

S.N	Technical item	Assigned weight	Explanation (required for marks to be earned). Also, prepare for questions in case there is need for the clarification).
	i. provide role based access	2	
	ii. Provide detailed system logs on access (IP, location, device etc)	1	
	iii. Provide detailed logs on transactions	1	
	iv. Provides audit trail tamper proofing	1	
9.	Remittance	2	
	i. Remit collections to the county in at most T+1	2	
10	Provision of guidance and support on pre-implementation activities	2	
	i. Assessment of existing infrastructure against the required infrastructure to support the system and make recommendations	1	
	ii. Assessment of the existing human resource vis-à-vis the required expertise to operationalize the system and make recommendations	1	
11	Integration with existing system local and national systems	3	
	i. LAIFOMS (during changeover to new system including data migration/ importation, LAIFOMS server relocation to a single location if necessary etc)	1	
	ii. Electronic Single Business Permit	1	
	iii. Integration with IPRS for user authentication where necessary	1	
12	Training	5	

S.N	Technical item	Assigned weight	Explanation (required for marks to be earned). Also, prepare for questions in case there is need for the clarification).
	i. Sensitization of county management on the system	1	
	ii. Training of Key users /stakeholders e.g county revenue staff, accountants and internal auditors	1	
	iii. Training of technical staff on use and maintenance issues	1	
	iv. Provision of online training manuals (users help)	1	
	v. Provision for a technical manual for the maintenance team	1	
13	System Support and maintenance	8 (1)	
	i. Provide a help desk line (available 24/7) for calls in case assistance is needed by end users	2	
	ii. Provide means of communication for technical support and change requests that records the trail of changes made (configuration management/version control)	1	
	iii. Provide resident consultant for onsite support until the system is fully operational	3	
	iv. Provide a comprehensive service level Agreement	2	
14	Usability	6	
	i. Provision for ease of use(including provision of one account for all county services for the end user, friendly user menus, provision for user feedback (complaints and compliments)	1	
	ii. Provision for ease of deployment	1	

S.N	Technical item	Assigned weight	Explanation (required for marks to be earned). Also, prepare for questions in case there is need for the clarification).
	iii. Provision for confirmation of details before submission to minimize user errors	1	
	iv. Immediate notification of success or failure of transaction	1	
	v. Provision for Secure and valid sign up and password reset	1	
	vi. Seamless integration with back office applications using single sign-on (for admin)	1	
15	Good and successful history in the past	10	
	i. Evidence of minimum 2 years experience	1	
	ii. Evidence of at least five clients provided with similar services	5	
	iii. Adequate key personnel capability -5 years	4	
16	Presentation /Demo	10	
	i. User authentication module	2	
	ii. Payment module	2	
	iii. Reconciliation module	2	
	iv. Reporting module	2	
	v. Additional features	2	
	Total	100	

5.9 SERVICE LEVEL AGREEMENT

Availability

The vendor will use all efforts to make the e-payment service available with a Monthly Uptime Percentage (defined below) of at least 99%, in each case during any working month. In the event that the vendor does not meet the Service Commitment, ECG will be eligible to receive a Service Credit.

SLA Reimbursement guidelines

The vendor will forego a percentage of fees due as penalty for downtime. Details will be discussed in detail with the vendor.

Support Services

The vendor will provide the following Citizen Support services:

Service help desk

A dedicated account manager to assist with non-technical and commercial queries

Timely availability of any ad hoc service and/or software upgrades.

Help desk

The vendor will provide a Service help desk that will be available 24/7/365 for any support or integration queries. The Help desk services will respond to any citizen service, technical questions and enquiries. The staff will be knowledgeable personnel with appropriate technical and communication skills. They will aim to assist in resolving service issues and to impart necessary relevant technical knowledge or understanding related to the E-payment system.

Support personnel should be reachable via Telephone, Skype, email etc.

Response time by priority

In the event that ECG staff identifies, or suspects a bug or non-conformance in the E-payment software, it shall be reported immediately to the vendor who will then take instant measures to confirm the situation.

In the event that the existence of a bug is confirmed, the vendor will notify ECG's technical contact within 24 hours stating the nature of the bug, or non-conformance, platforms affected, any actions which should be taken by ECG, and estimated time to rectify the bug or non-conformance.

The vendor will use all best endeavours to rectify any bug or non-conformance of the software and provide an upgrade/patched version of the software in the shortest time possible.

See the Severity guideline below:

Severity Category	A classification of a Problem in terms of business impact.	Response Time
Severity Level 1	Complete failure of the E-payment system services	1 Business Hour
Severity Level 2	Failure of the E-payment system services - unable to complete less than 10% of daily transactions (as determined using the volume of Your previous 30 days usage of the E-payment system.)	4 Business Hours
Severity Level 3	Failure of the E-payment system services to be able to complete a specific single initiated transaction.	Within 1 Business Day

SECTION VI: STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME - BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT ____ Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT ____ Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT ____ Stated fixed contract sum.

ANNEX I

REPUBLIC OF KENYA

S T A N D A R D F O R M O F C O N T R A C T

F O R

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

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(ii)

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES
Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____day of the month of _____[month], [year], between _____, [name of client] of [or whose registered office is situated at]_____ [location of office] (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 presented 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;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

(v)

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 authorised representative] _____
[title] _____
[signature] _____
[date] _____

For and on behalf of _____ *[name of 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 shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya 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) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

(vii)

- (j) "Personnel" means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (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; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the contract

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

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

1.6 Authorized Representative

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.

Taxes and

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 1.7 Effectiveness of contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 1.8 Commencement of services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 1.9 Expiration of contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 1.10 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 1.11 Force Majeure**
- 1.11.1 Definition** 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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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2.5.3 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.

2.5.4 Payments During the period of his 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 him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a 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) days; or
- (d) if the Consultant, in the judgement 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 any thing of value to influence the action of a public official in the selection process or in Contract execution.

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

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a 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) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

1. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations 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 methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his 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 his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

procurement guidelines 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 shall be for the account of the Client.

- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, 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.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) 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 have been paid.

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**3.5 Consultant's
Actions Requiring
Client's Prior
Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

**3.6 Reporting
Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents
prepared by
the Consult-
ant to Be
the Property
of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 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 and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

2. CONSULTANT'S PERSONNEL

**4.1 Description
of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal
and/or
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 Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client 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 thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, 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 and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, 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.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed documents Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that 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 referred by either Party to the arbitration and final decision of a person to

be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	The addresses are: Client: _____ Attention: _____ Telephone: _____ Telex; _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: _____ For the Consultant: _____
2.1	The date on which this Contract shall come into effect is(_____) <i>[date]</i> . Note: <i>The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i>
2.2	The date for the commencement of Services is _____ <i>[date]</i>
2.3	The period shall be _____ <i>[length of time]</i> . Note: <i>Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i>

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3.4 The risks and coverage shall be:

- (i) Professional Liability _____
- (ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ [Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc. Also see attached list of revenue channels.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

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This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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a. ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

**SMALL ASSIGNMENTS
TIME-BASED PAYMENTS**

CONTRACT

This Agreement [hereinafter called "the Contract"] is entered into this _____ *[Insert starting date of assignment]*, by _____ and _____ between

_____ *[Insert Client's name]* of _____ [or whose registered office is situated at] _____ *[insert Client's address]* (hereinafter called "the Client") of the one part AND

_____ *[Insert Consultant's name]* of [or whose registered office is situated at] _____ *[insert Consultant's address]* (hereinafter called "the Consultant") of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as "the Services"], and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ *[Insert start date]* and continuing through to _____ *[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

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for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, 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.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

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- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name _____

Title: _____

Signature; _____

Date; _____

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LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a)	Air Travel		
(b)	Road Transportation		
(c)	Per Diem		
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

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2. ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____*[Insert starting date of assignment]*, by and between _____*[Insert Client’s name]* of [or whose registered office is situated at] _____*[insert Client’s address]*(hereinafter called “the Client”) of the one part AND _____*[Insert Consultant’s name]* of [or whose registered office is situated at] _____*[insert Consultant’s address]*(hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”
- 2. Term**
- The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing through to _____ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed_____

_____ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, 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.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

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FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

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LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

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LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax 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.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary

Revenue Channels Mentioned by Appendix A

REVENUE STREAM/ CHANNEL DESCRIPTION
Single Business Permit etc
FEES, RATES AND CHARGES
Natural and Quarry resources cess
Produce Inspection Cess
Fruits and Vegetables Cess
Livestock Cess
Meat cess
Tobacco Cesss Fish Cess
Market Gate Cess
Advertisement and Promotion Cess
Building supervision fees
Plan Approvals
Survey Services
Building Engineering Services
Roofed market rents
Stall Rent
Bus parks charges
Parking Fee
Towing Charges
Clamping Penalties
Impounding Fees
Application fees
Allotment Fees
Slaughter house fees
Cemeteries and Burial Ground fees
Annual Registration Fees
Annual Compliance Certificate
County Market Charges
House rents
Animals Impounding fees etc
MEDICAL SERVICES
Hospital Services
Public Health etc
EDUCATION, YOUTH GENDER CULTURE AND SOCIAL SERVICES
Social Hall Hire
Stadium Hire
Nursery Schools Fee
Registration of School, Training/Learning Center Fee
County Halls hire etc
LANDS, SURVEY, PHYSICAL PLANNING, ENVIRONMENT AND WASTE MANAGEMENT, WATER AND NATURAL RESOURCES
Levies Collection charges

Survey fees
Land Subdivision fee
Land Transfer Fees
Plan Approvals etc
TRANSPORT AND INFRASTRUCTURE
Buildings Plan Approval Fee
Vehicles, plants and Equipment Hire fees
Fees for Mechanical and Technical Services
Buildings Inspection Fee etc
AGRICULTURE LIVESTOCK AND FISHERIES
Meat inspection fees
Fishery licenses
Agricultural Processor licenses
Livestock Vaccination fee
Livestock movement permits
Slaughter house inspection fees
Agricultural Mechanization Station Charges etc
COUNTY ADMINISTRATION
Towing Charges
Storage of Impounded goods charges
Sale of County Documents
Fire Protection Charges etc
TRADE AND INDUSTRIALIZATION
Weights and Measures
Liquor Licensing etc