REPUBLIC OF KENYA

NAKURU COUNTY
COUNTY OF UNLIMITED OPPORTUNITIES

FLLOCA
FINANCING LOCALLY-LED CLIMATE ACTION

Financing Locally-Led Climate Action (FLLoCA) Program

THE WORLD BANK
IBRD • IDA

KFW

Sweden
Sverige

DANIDA

COUNTY GOVERNMENT OF NAKURU
P.O BOX 2870 - 20100
NAKURU

TENDER DESCRIPTION: TENDER FOR THE REQUEST FOR PROPOSAL ON ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) CONSULTANCY FOR PROPOSED INVESTMENTS UNDER THE FINANCING LOCALLY-LED CLIMATE ACTION (FLLOCA) PROGRAMME IN NAKURU COUNTY.

TENDER NUMBER: CGN/FLLoCA/WEECCNR/RFP/001/2025-2026

PUBLICATION DATE: WEDNESDAY 25TH NOVEMBER, 2026

CLOSING DATE: THURSDAY, 3RD DECEMBER, 2026 AT 10.00 A.M

ELIGIBILITY: OPEN TO ALL BIDDERS

CLIENT
DEPARTMENT OF WATER, ENVIRONMENT ENERGY, CLIMATE CHANGE & NATURAL RESOURCES,
P.O BOX 2870-20100,
NAKURU.

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INVITATION TO REQUEST FOR PROPOSAL

PROCURING ENTITY: **COUNTY GOVERNMENT OF NAKURU**

P. O BOX 2870-20100 NAKURU.

TENDER NO: **CGN/FLLoCCA/WEECCNR/RFP/001/2025-2026**

TENDER DESCRIPTION: **TENDER FOR THE REQUEST FOR PROPOSAL ON ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) CONSULTANCY FOR PROPOSED INVESTMENTS UNDER THE FINANCING LOCALLY-LED CLIMATE ACTION (FLLOCA) PROGRAMME IN NAKURU COUNTY.**

The County Government of Nakuru invites eligible and qualified tenderers to submit sealed Tenders for; **Tender for the request for proposal on Environmental and Social Impact Assessment (ESIA) consultancy for proposed investments under the Financing Locally-Led Climate Action (FLLoCA) Programme in Nakuru County.**

1. Tendering will be conducted under Request for Proposal Method using a standardized tender document.

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0900 to 1700 hours at the address given below.

2. Tender documents may be obtained electronically from the County Government of Nakuru website; www.nakuru.go.ke and Public Procurement Information Portal; https://www.tenders.go.ke free of charge.

3. Tenderer shall provide a Tender Security of **Kshs. 24,000 (Twenty-four thousand Shillings only)** in form of a bank guarantee, a guarantee by an Insurance company registered and licensed by Insurance Regulatory Authority listed by the Authority or a guarantee issued` by a financial institution approved and licensed by the Central Bank of Kenya. Valid for 210 days from the tender opening date.

4. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

5. Completed tenders must be delivered to the address below on or before **THURSDAY, 3RD DECEMBER, 2026 at 10:00 A.M.**

6. Completed tenders indicating tender number and description as described in the Tender Document shall be submitted in hardcopies. Hard copies (**both technical and financial proposal) in different plain sealed envelopes indicating tender number** and description as described in the Tender Document should be deposited in the Tender box located at Moi Road, County Government Headquarters Ground Floor Entrance or sent by post to address below.

   The County Secretary
   County Government of Nakuru
   P.O Box 2870(20100)
   Deposited in The Tender Box Located at the Nakuru County Headquarters, Moi Road, Ground Floor Entrance.
7. *So as to be received on or before* **THURSDAY, 3RD DECEMBER, 2026 at 10:00 A.M.**

8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

9. Late tenders will be rejected.

The addresses referred to above are:

Address for Obtaining Further Information.
The County Secretary
Nakuru County Government
P.O Box 2870(20100), Nakuru
County Secretary
e-mail: Supplychain@Nakuru.go.ke

Address for Submission of Tenders.
The County Secretary
County Government of Nakuru
P.O Box 2870(20100)
Deposited in The Tender Box Located at The Nakuru County Headquarters, Moi Road, Ground Floor Entrance.

Address For opening of Tenders.
County Government 0f Nakuru
County Government of Nakuru Old Chambers Room Located at First Floor of The County Government of Headquarters.



FOR: COUNTY SECRETARY & HEAD OF PUBLIC SERVICE
COUNTY GOVERNMENT OF NAKURU.

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

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

1. Meanings/Definitions

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.

e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section2thatisusedtoreflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.

h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) "Government" means the Government of the Republic of Kenya.

j) "In writing "means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the

Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant andwhoisassignedtoperformtheServicesoranypartthereofundertheContractandwhoseCVsarenot evaluated individually.

p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of consultants.

s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the

Consultant's Proposal as specified in the Data Sheet.

3. Con**fl**ict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants hall not be hired under the circumstances set forth below: *i)* Con*fl*icting Activities

Conflict between consulting activities and procurement of goods, works or nonconsulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Con*fl*icting Assignments

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

(iii) Con*fl*icting Relationships

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

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

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make

available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

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

5.2 Collusive practices

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

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

6. Eligibility

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

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the websitewww.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be

eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-ownedEnterprises-GovernmentownedenterprisesorinstitutionsinKenya shall be eligible only if they can establish that they

i) Are legally and financially autonomous, ii) Operate under commercial law, and iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals

specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providingtheinformationrequestedintheRFPmayresultinrejectionoftheProposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is

not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

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

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

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

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

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

b. Extension of Validity Period

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

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the

availability of the Key Experts, except asprovidedinITC12.7.

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

b. Substitution of Key Experts at Validity Extension

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

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

c. Sub-Contracting

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

13. Clari**fi**cation and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt fall amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Speci**fi**c Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Subconsultants, it may do solon gas only one Proposal is submitted, in

accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

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

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

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a)

remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

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

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

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as

stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

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

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

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

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

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

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

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

18. Sealing and Marking of Proposals

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

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

i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;

ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal; iii) in an envelope or package or container

marked “ORIGINAL”, all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

i) Bear the name and address of the Procuring Entity. ii) Bear the name and address of the Firm; and iii) Bear the name and Reference number of the Assignment.

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

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

19. Con**fi**dentiality/Canvassing

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

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

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

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

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

a) Firm has submitted the required number of copies of the Technical Proposals.

b) Firm has submitted a sealed financial proposal.

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

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

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

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

g) Key Experts are from eligible countries.

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

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

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

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

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

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

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

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i)

their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

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

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

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive

to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

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

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

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

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and

no corrections are made to the Financial Proposal.

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

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

25. Taxes

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

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

26. Conversion to Single Currency

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

27. Abnormally Low Prices

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

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

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

28. Abnormally High Prices

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

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

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

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall

reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

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

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

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

b. Fixed Budget Selection (FBS) Method

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

c. Least Cost Selection (LCS) Method

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

d. Combined Technical and Evaluation Report

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

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

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

i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;

ii) the contract price of the successful Proposal; iii) a statement of the reasons why the recipient's Proposal was unsuccessful iv) the expiry date of the Standstill Period, and

v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

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

D. NEGOTIATIONS AND AWARD

32. Negotiations

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

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

32.3 Availability of Key Experts

The invited Consultant shall confirm theavailabilityofallKeyExpertsincludedintheProposalasapre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity.

In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

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

32.6 Financial negotiations

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

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

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

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

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

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract,

which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

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

34. Letter of Award

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

35. Signing of Contract

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

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

36. Publication of Procurement Contract

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

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

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

37. Procurement Related Complaint and Administrative Review

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

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

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General Provisions
1(j)	Electronic procurement system shall be used: Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: County Government of Nakuru website; www.nakuru.go.ke and Public Procurement Information Portal; https://www.tenders.go.ke free of charge. The electronic-procurement system shall be used to manage the following part of the RFP process: The electronic-procurement system shall be used to manage the following aspects of the Bidding process: Issuance of tender documents, issuance of addendum and clarifications and publication of invitation notice.
2.1	Name of the Procuring Entity: **Nakuru County Government,** **P.O Box 2780-20100,** **Nakuru** The consultant selection method is: **Quality and Cost Based Selection Method (QCBS)**
2.2	Financial Proposal to be submitted together with Technical Proposal in separate sealed envelopes The name of the assignment is: **Tender for the request for proposal on Environmental and Social Impact Assessment (ESIA) consultancy for proposed investments under the Financing Locally-Led Climate Action (FLLoCA) Programme in Nakuru County.** **TENDER NO: CGN/FLLoCCA/WEECCNR/RFP/001/2025-2026**
2.3	A pre-proposal conference will not be held:
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: NOT APPLICABLE
3.3 (iv)	[Insert any other conflicting relationships] NOT APPLICABLE

4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] NOT APPLICABLE
6.2	Maximum number of members in the Joint Venture (JV) shall be: NOT APPLICABLE
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with NOT APPLICABLE
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence AND 2nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses (5) FIN-5: Price schedule
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is NOT permissible.
12.1	A Proposals must remain valid for 210 Days after the proposal submission deadline.

13.1	Clarifications may be requested not later than **3 days** prior to the submission deadline. The contact information for requesting clarifications is: E-mail: supplychain@nakuru.go.ke The Procuring Entity shall publish its response at the following website: www.nakuru.go.ke
14 (b)	consultancy should develop a spatial database availing to planners, decision-makers and to the community – of timely, accurate and relevant information on urban development issues to help in improving public participation as well as informed decision-making in urban development initiatives.
14 (c) and 26.2	The total available budget for this Fixed-Budget assignment is: NOT APPLICABLE Proposals exceeding the total available budget will be rejected. NOT APPLICABLE
14 (d)	Key Experts shall not appear in more than one proposal
16.1(b)	The Financial Proposal is Applicable

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
16.2	A price adjustment provision shall not apply to remuneration rates.
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in the following currencies: The Financial Proposal should state local costs in Kenya Shillings
C. Submission, Opening and Evaluation	
17.1	Completed tenders Technical and Financials shall be submitted back in hardcopies. **The hard copies (both technical and financial) in separate plain sealed envelope** indicating tender number and description as described in the Tender Document should be deposited in the Tender box located at N**akuru County Headquarters, Moi Road, Ground Floor Entrance** or sent by post to address above. The deadline for Tender submission is: **Date: THURSDAY, 3RD DECEMBER, 2026 AT 10.00 A.M.** **Time: 10:00 AM**

17.5	The Consultant must submit: (a) **Technical Proposal: one (1) original and 1 copy** (b) **Financial Proposal: one (1) original and 1 copy**
18.5	The Proposals must be submitted no later than: ***DATE:*** **THURSDAY, 3RD DECEMBER, 2026** AT 10.00 A.M. ***Time: 10:00 AM East African Time*** The Proposal submission address is: Document should be deposited in the Tender box located at Nakuru County Headquarters, Moi Road, Ground Floor Entrance or sent by post to address above.
20.1	An online option of the opening of the Technical Proposals not offered: The opening shall take place at: Nakuru County Headquarters Boardroom ***Date:*** **THURSDAY, 3RD DECEMBER, 2026** AT 10.00 A.M. ***Time: 10:00 AM East African Time***
`Q`Q1	Not Applicable
22.1	Mandatory criteria shall be APPLICABLE as indicated in section 2C below. All the requirements should be met for the firm to be eligible for technical evaluation
22.2	Technical requirements; The firms must meet a minimum of 80% technical score for them to qualify for financial evaluation. The technical requirements are as outlined in section 2C below. After technical evaluation, the firms shall be subjected to financial evaluation as also indicated in Section 2C
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
23.4	An online option of the opening of the Financial Proposals is not offered
31	The Standstill Period shall be: 7 days after award. The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	

37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: **THE COUNTY SECRETARY,** **NAKURU COUNTY GOVERNMENT,** **P.O.BOX 2870(20100),** **NAKURU** In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION 2(C) EVALUATION AND QUALIFICATION CRITERIA

The tenders shall be evaluated in three stages; Mandatory, technical and Financial.

A. STAGE ONE: MANDATORY REQUIREMENTS (TO BE EVALUATED ON A 'YES OR NO' BASIS

M R	REQUIREMENTS	YES/NO
MR 1	The bidder MUST provide a copy of Certificate of Incorporation/Registration in Kenya issued by the Registrar of Companies, duly certified by a Commissioner of Oaths or Notary Public as a true copy of the original. The certificate must be valid and show at least 3 years of existence for consultancy assignments.	
MR 2	Must Provide a certified valid copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA). The certificate must at least be valid on the closing date of the applications.	
MR 3	Duly filled, Signed and stamped technical proposal submission form	
MR 4	Must provide a certified copy of CR12 for the Directors valid for the last 12 months (certified by commissioner of oaths/**advocate registered in Kenya).**	
MR 5	Must submit current Valid business permit **(year 2026)**	
MR 7	Submit a written power of attorney authorizing the signatory of the bid to commit the Bidder Witnessed by a Commissioner of Oaths	
MR 8	Submission of both technical and financial proposal in a different closed sealed envelope	
MR 9	Must have evidence that the firm/consortium satisfy all the relevant **licensing/ (NEMA** registration as a firm of experts) with the current NEMA practicing license.	
MR 10	Must provide Tender **security of Kshs. 24,000** in form of a bank guarantee, a guarantee by an insurance company registered and licensed by Insurance Regulatory Authority listed by the Authority or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. Valid for 210 days from the tender opening date.	
MR 11	Sequential Pagination/Serialization of the ENTIRE tender document including ALL attachments, from the first page to the last page, in the format 1,2,3,4... in strict compliance with Section 74(1)(i) of the Public Procurement and Asset Disposal Act, 2015.	

N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE

B. STAGE TWO: TECHNICAL EVALUATION CRITERIA

S/NO.	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	MAXIMUM SCORE
T.S.1	Previous Assignments Attach proof of certified copies of contract agreements, LSOs, Award letters acknowledgement letter etc	**Firm experience - 20 Marks** Demonstrate Experience in similar assignments, including ESIA/ESMP for water supply, climate resilience, renewable energy, waste management or natural resource management projects, donor-financed community-based or public infrastructure projects in the last 3-5 years with a value of at least Kshs 1,000,000 and above (max 3 projects) (4 marks for each project); Demonstrated relevance to the assignment scope (4 marks) The firm must maintain a valid indemnity cover of at least Kshs 1,000,000 (One Million Kenya Shillings)(4 marks)	20 marks
T.S.2	Key personnel (Attach evidence)	TEAM LEADER / TEAM CONSULTANT – (10 MARKS) ENVIRONMENTALIST • Bachelor's degree in Environmental Science, Natural Resource Management or a related field. (3Mrks) • A minimum of ten (10) years' experience in the environmental related field (Over 10 years = 5 points, 5-8 years =3 points, 2-5 years= 2 point, below2 years = 1 point) (2Mrks) • Must be registered and in possession of Valid, current practicing certificate from NEMA or equivalent body recognized in Kenya. (3Mrks) • A minimum of 5 years' specific experience of conducting ESIA, SEA and RAPs in donor funded or government agencies implementing similar projects and with at least 1 similar assignment. (2Mrks) Social Development / Safeguards Specialist (Including Gender, GBV/SEA-SH and GRM) (10MRKS) • Bachelor's Degree in Sociology, Gender Studies, Community Development,	50 marks

		Anthropology or related Social Sciences. Master's is added advantage; (3Mrks) • Demonstrate experience in social risk assessment, stakeholder engagement, land/livelihood impacts, VMG inclusion, gender analysis, GBV/SEA/SH risk assessment and grievance management, preferably on donor/PforR-funded projects; (4Mrks) • Minimum 4-7 years' experience (3Mrks) OCCUPATIONAL HEALTH AND SAFETY (OHS) SPECIALIST (10MRKS) • Bachelor's Degree in Environmental Health, Occupational Health & Safety, Nursing, or related field; (2Mrks) • Must be registered with the Directorate of Occupational Safety and Health Services (DOSHS) as a Safety and Health Advisor and possess a valid practising certificate. (3Mrks) • At least 3 years' experience in Occupational Health & Safety in construction projects (5Mrks) Gender and GBV/SEA-SH/ GRM Specialist (10MRKS) • Must be holder of Degree in Gender Studies, Sociology, Community Development with minimum 3 years' experience in GBV prevention, Gender mainstreaming and GRM in World Bank funded projects. (5mrks) • Demonstrated experience in Gender analysis, GBV/SEA-SH risk assessment and referral-pathway design, GRM design and vulnerable-groups engagement (5mrks) GIS / Survey and Mapping Expert (10MRKS) • Must be holder of Bachelor's degree in Geospatial Engineering, Geomatics, Surveying, GIS, Geography or a related discipline. (5mrks) • Registration with the Institution of Surveyors of Kenya (ISK), where applicable, will be an added advantage (2mrks) • Minimum 5 years' experience in GIS mapping, spatial analysis and preparation of project maps (3mrks)	

T.S.3	Methodology and Approach	• Understanding of TOR and demonstration of clear understanding of assignment (5Marks) • Clarity, logical sequencing and detailed work plan covering all the proposed Projects and operational phase impacts (5Marks) • Proposed methodology aligned to NEMA 2015 ESIA Regulations, OSHA Act 2007, and World Bank Environmental and Social Framework (ESS1-ESS10) including Stakeholder Engagement, GBV/SEA-SH and GRM (5Marks)	15 marks
T.S.4	Understanding of Assignment	Demonstration of clear understanding of assignment covering: • Project phases- planning and design, construction, operationalization, and decommissioning. (2 Marks) • Key Environmental, Social, Health & Safety risks and constraints specific to proposed Projects and identify a detailed mitigation measures e.g, OHS, GBV/SEA-SH risks (4 Marks) • Awareness of local context - Demonstrate awareness and understanding of the local context of Nakuru County, including vulnerable and marginalized groups (VMGs), social, cultural and environmental baseline conditions, the World Bank Environmental and Social Framework (ESF), and applicable Flloca compliance requirements (4 Marks)	10 marks
T.S.5	Work Plan	• Detailed work plan with logical sequencing of activities presented in Gannt chart format showing timelines for each task, deliverables, milestones and assignment duration. (3 marks) • Work plan is realistic, feasible and aligns with TOR deliverables - Inception Report (Day 7), Draft ESIA with ESMP, Stakeholder Engagement, GBV/SEA-SH Action Plan and GRM (Day 30), Final ESIA Report incorporating County and World Bank comments and NEMA submission (Day 45), including fieldwork schedule for all project sites (2 marks)	5 marks
	Total Marks		**100 Marks**

N/B: THE PASS MARK IS 80%. BIDDERS WHO SCORE LESS THAN 80% SHALL BE DISQUALIFIED AND ELIMINATED IN THE EVALUATION EXERCISE.

After the technical evaluation is completed, a consultant whose Proposals were considered non-responsive to the RFP and did not meet the minimum qualifying technical score, their Financial Proposals will be returned unopened.
The Procuring Entity shall notify those consultants whose Proposals were considered responsive the date, time and location of the public opening of the Financial Proposals and invite them to attend.

STAGE THREE: FINANCIAL EVALUATION

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: T = [0.80], and
P = [0.20]
Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

The firms that will achieve 80% on combined technical and lowest financial score shall be invited for negotiations.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

1. FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Date}

To: [Name and address of Procuring Entity]

Dear,

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

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

OR

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

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

c) We have no conflict of interest in accordance with ITC3.

d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.

g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bidrigging.

(h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from _____(specif y website) during the procurement process and the execution of any resulting contract.

(I) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

(e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may

lead to the termination of Contract negotiations.

(j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet. We remain, Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory:
Name of Consultant (company's name or JV's name):
Contact information (phone and e-mail):

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

2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_____

_____[Name of Procuring Entity]

for:_[Name and number of tender] in response to the request for tenders made by:_[Name of Tenderer] do hereby make the followingstatementsthatIcertifytobetrueandcompleteineveryrespect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   - Has been requested to submit a Tender in response to this request for tenders;
   - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - prices;
   - methods, factors or formulas used to calculate prices;
   - the intention or decision to submit, or not to submit, a proposal; or
   - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first,

unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Date _____

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

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

(Appendix shall not be modified)

Purpose

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

Requirements

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

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

(1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

(2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

(3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

b) if a contract has already been entered into with the person, the contract shall be avoidable;

(4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

(5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement— i) Shall not take part in the procurement proceedings;

ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

(7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or

recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice "is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetender erorthec ontractor,

andincludescollusivepracticesamongsttendererspriortooraftertendersubmissionde

signedto establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award[1]of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers),Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous <u>similar</u> assignments successfully completed in the last [.....] years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or

through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).

3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of Form Tech 7 Mandatory Documentary Evidence.

Assignment name:	Approx. value of the contract [KES, US$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total № of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	№ of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

3. FORMTECH-3: COMMENT SAND SUGGESTIONS

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

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

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

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}

ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

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

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Procuring Entity}												
D2	{e.g., Deliverable #2 .....}												
N													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

6. FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)									Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...			Home	Field	Total
KEY EXPERTS													
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]							
			[Field]	[0.5 m]	[2.5]	[0]							
K2													
K3													
N													
								Subtotal					
NON-KEY													
N-1			[Home]										
			[Field]										
N-2													
N													
								Subtotal					
								Total					

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

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

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

Full time input Part time input

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

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

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

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

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

Membership in Professional Associations and Publications:_____

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

Adequacy for the Assignment:

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

Expert's contact information :(e-mail……

phone.....) Certification:

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

Name of Expert Signature _____Date____
{Day / month/year}

Name of authorized __Signature. _____Date____
Representative of the

Consultant (the same who signs

the Proposal

FORM TECH - 7: SELF-DECLARATIONFORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of … .....(Insert name of the Company) who is a Bidder in respect of Tender No. ……. for……. (Insert tender title/description) for……. (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…… ……
…… (Title) (Signature)
(Date)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of…….. …..... (insert name of the Company) who is a Bidder in respect of Tender No. …….. for ……. (insert tender title/description) for …… (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any

member of the Board, Management, Staff and/or employees and/ or agents of……. (Insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(Name of the procuring entity).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

…….. ……

…… (Title) (Signature)

(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized
signatory.....

Sign…….....
.....

Position…….....
.....
Office address…… Telephone……..……

E-

mail…….....

.....

Name of the
Firm/Company…….....

Date…….....
.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name
…….....

Sign…….....
....

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

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

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

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

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

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a TenderSecuring Declaration.

2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:

a) Our receipt of a copy of your notification of the name of the successful Tenderer; or

b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

……

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

… ..... Name:

……

Duly authorized to sign the bid for and on behalf of.....[insert complete

name of Tenderer] Dated on …… day of.....[Insert date of

signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of

Remuneration FIN-4

Reimbursable expenses

FIN-5 Price schedule

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

.....{Location, Date}
To:..... [Name and address of Procuring Entity]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and *fi*gures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and *fi*gures}. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

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

Signature..... (of Consultant's authorized representative) {In full and initials}: Full name: ..... {insert full name of authorized representative} Title.....{insert title/ position of authorized representative}
Name of Consultant..... (company's name or JV's name): Capacity: .....{insert the person's capacity to sign for the Consultant} Physical Address.....{insert the authorized representative's address}
Phone: ..... {insert the authorized representative's phone and fax number, if applicable}
Email: .....{insert the authorized representative's email address}

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

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

FORM FIN-3A: BREAKDOWN OF REMUNERATION

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

A. Remuneration ____								
No	Name	Position (as in TECH-6)	Personmonth Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency - as in FIN-2}
	Key Experts							
K-1			[Home]					
			[Field]					
K2								
	Non-Key							
N-1	Expert		[Home]					
N-2			[Field]					
				Total Costs				

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to

the Consultant for possible

additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

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

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

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FORM FIN-5: PRICE SCHEDULE FORM Bidders are requested to submit a financial proposal that will cover specific deliverables as outlined in the terms of reference (TORs)

SECTION 5: TERMS OF REFERENCE

INTRODUCTION AND BACKGROUND

1.1 Information on the Project

The County Government of Nakuru has received a grant from the National Government for climate change resilience investments under the Financing Locally-Led Climate Action (FLLoCA) Programme. FLLoCA is a national programme, supported by the World Bank and other development partners, that channels climate finance to county governments through the County Climate Change Fund (CCCF) mechanism. It is designed to strengthen local resilience to the impacts of climate change, natural hazards and other shocks and stressors. It does so by capitalising the CCCF and by building county-level capacity to plan, budget, implement, report on and monitor locally-led climate actions in collaborative partnership with communities and the national and county governments.

With technical support from the County Climate Change Planning Committee, Ward Climate Change Planning Committees (WCCPCs) identify, prioritise and implement community-led resilience investments through a participatory process anchored in the County Integrated Development Plan (CIDP) and the County Climate Change Action Plan. The ward-level investments identified through this process, and listed in the annexed FLLoCA project list, comprise:

(a) community water supply investments, including equipping, solarisation, pipelines, masonry storage tanks, water kiosks, and fencing of boreholes and water sources;
(b) protection and development of springs and restoration of a climate-vulnerable landscape;
(c) establishment of biogas systems and clean cooking appliances at public schools;
(d) climate-smart agricultural activities and agricultural propagation; and
(e) conversion of organic waste into organic fertilizer and protein feed using black soldier fly (BSF) technology, and development of school orchards, among others.

Environmental management is a devolved function of county governments under the Fourth Schedule, Part 2 of the Constitution of Kenya, 2010. Articles 42, 69 and 70 guarantee every person the right to a clean and healthy environment and place a duty on the State and all persons to protect the environment for present and future generations. Consistent with these provisions, the FLLoCA Environmental and Social Risk Manual requires that projects undergo environmental and social assessment in accordance with the Environmental Management and Co-ordination Act (EMCA), Cap. 387, and the Environmental (Impact Assessment and Audit) Regulations, 2003 (as amended). The assessment must also comply with the World Bank Environmental and Social Framework (ESF) and the applicable Environmental and Social Standards (ESS), and with the Programme's Environmental and Social Commitment Plan (ESCP), Stakeholder Engagement Plan (SEP) and Environmental and Social Management Framework (ESMF).

1.2 Justification for the ESIA Study

Although individually modest in scale, these community-based investments may generate environmental and social risks during implementation and operation. They include:

- soil disturbance and vegetation clearance during excavation and pipe-laying;
- impacts on groundwater, springs and other water resources;
- waste and effluent generation;
- gas, fire and structural safety risks (biogas digesters and storage tanks);
- odour, pest and vector risks (BSF facilities);
- occupational and community health and safety risks;
- land access and wayleave issues; and
- risks to vulnerable and marginalized groups, including pupils and learners in the host schools.

The proposed project sites must therefore be subjected to Environmental and Social Impact Assessment (ESIA) and other applicable environmental and social studies, as provided under EMCA, the EIA/Audit Regulations, the World Bank ESF and the FLLoCA ESMF. A central part of the process is comprehensive

consultation with all stakeholders and members of the public. This will explain the project concepts and designs, gather concerns, suggestions and opinions, and secure community acceptance of the proposals. Appropriate mitigation measures, reflecting the views of stakeholders and affected persons, will be developed for all identified impacts and integrated into construction and operation.

The County Government of Nakuru therefore intends to engage a qualified NEMA-registered environmental consultancy firm (the "Consultant") to undertake the required assessments and prepare the applicable statutory and project-level environmental and social instruments. The Consultant is expected to prepare reports covering all existing and anticipated environmental and social issues during planning, implementation and post-implementation, taking all safeguard policies into account. This will ensure that environmental, social, occupational health and safety, climate, gender and inclusion risks are identified and properly managed throughout the life of the investments.

2. PROJECT LOCATION AND PROJECT INFORMATION

The assignment shall be undertaken in Nakuru County across the investments described in the *annexed proposed investment list*. The Consultant shall undertake site visits, define project coordinates showing the investment areas and surrounding environmental and social receptors.

3. OBJECTIVE OF THE ASSIGNMENT

The overall objective of this assignment is:

1. To undertake an Environmental and Social Impact Assessment (ESIA) documenting the present condition of the environment and identifying the positive and negative impacts that may result from the design and construction of the proposed project investments at the selected sites. In so doing, to address the necessary environmental and social mitigation and monitoring measures in an Environmental and Social Management Plan (ESMP).
2. Undertake social assessments, social interactions, and consultative meetings to obtain the views and opinions of the stakeholders

Specifically, the assignment aims to:

- Screen each investment to confirm its environmental category under EMCA (Second Schedule), its environmental and social risk classification under World Bank ESS1, and the appropriate assessment instrument (Summary Project Report, Comprehensive Project Report or full ESIA Study Report), including confirming the preliminary screening results given in the project list and determining the screening status of Investments 7, 8 and 9;
- Establish environmental, social, health and safety baseline conditions at each site, including sensitive receptors and environmentally sensitive areas;
- Identify and assess potential positive and adverse environmental and social impacts during design, site preparation, construction/establishment, operation and, where relevant, decommissioning, and apply the mitigation hierarchy (avoid, minimise, mitigate, restore and, where applicable, compensate);
- Undertake meaningful, inclusive and documented public participation and stakeholder engagement consistent with ESS10;
- Prepare Project Reports/ESIA reports, ESMPs and relevant sub-plans with costed mitigation and monitoring measures;
- Align each investment with the FLLoCA Programme and County Grievance Redress Mechanism (GRM), including a safe and confidential GBV/SEA-SH referral pathway; and
- Submit reports through the NEMA ENVIS portal, respond to regulatory queries and support the County until the EIA License is issued.

4. PROJECT COMPONENTS

The investments entail community water supply development, spring protection and landscape restoration, clean energy, climate-smart agriculture and organic waste management in Nakuru County. The scope of works shall include, as set out in the project list for each investment:

- Water supply investments -equipping and solarization of boreholes, fencing, construction or rehabilitation of masonry storage tanks and construction of water kiosks and water pans.

- Spring protection and landscape restoration
- Clean energy - installation of improved clean cooking jikos and biogas plant.

- Climate-smart agriculture - establishment of fruit orchard, apiculture, poultry value chain and agricultural propagation hub
- Organic waste management -establishment of a black soldier fly (BSF) facility to convert organic waste into organic fertilizer and protein feed for livestock, poultry and aquaculture value chains;
- Establishment of Juncao bulking site, Aggregation, Value addition and commercialization of juncao Napier grass
- Associated pipe works and services such as site preparation, trenching and backfilling, access, drainage, waste management and solar installations, as defined in the approved designs.

4.1 Expected Outputs/ Deliverables

1. Final ESIA Project Report approved by NEMA.
2. NEMA issued ESIA licenses.
3. Duly paid NEMA Statutory Fee E-Citizen Receipts
4. Duly signed public participation minutes and attendance sheets for each project site

5. SCOPE OF ESIA CONSULTANCY SERVICES

The Consultant shall undertake the ESIA studies for each investment in accordance with the Environmental Management and Co-ordination Act (EMCA), Cap. 387, the Environmental (Impact Assessment and Audit) Regulations, 2003 (as amended), the Occupational Safety and Health Act, 2007, the World Bank Environmental and Social Framework (ESF) and Standards (ESS), the FLLoCA Programme ESCP, SEP and ESMF, the Programme operational guidelines and all other relevant national and county legislation. The Consultant shall use the Programme's screening checklists, templates and procedures where available.

The Consultant shall undertake the following tasks.

5.1 Scoping, Inception and Screening

The Consultant shall:

- Review project concepts, designs, Bills of Quantities, maps, GIS layers and implementation plans provided by the County;
- Hold an inception meeting with the County FLLoCA Programme implementation team, County E&S safeguards focal persons, the Directorate of Environment, Climate Change and Natural Resources and ESS team;
- Undertake site reconnaissance at each site, capture GPS coordinates and determine the project area of influence;
- Screen each investment against the Second Schedule of EMCA and ESS1 to determine the environmental category, the World Bank risk classification (High, Substantial, Moderate or Low), the required instrument and the approval pathway
- Identify sensitive areas and receptors (wetlands, springs, riparian reserves, forests, water sources, schools, cultural heritage, community land), potential land access, wayleave or displacement issues (ESS5 trigger), the presence of Indigenous Peoples/historically underserved communities (ESS7 trigger), vulnerable and disadvantaged groups and social conflict risks;
- Identify Interested and Affected Parties (IAPs); and
- Prepare an Inception Report detailing the methodology, work plan, stakeholder engagement approach and implementation schedule.

5.2 Review of Policy, Legal and Institutional Framework

The Consultant shall review all relevant legislation, regulations, policies and institutional arrangements governing the investments including, but not limited to:

- The Constitution of Kenya, 2010 (Articles 42, 69 and 70; Fourth Schedule);
- Environmental Management and Co-ordination Act (EMCA), Cap. 387, and the Environmental (Impact Assessment and Audit) Regulations, 2003 (as amended), together with the Waste

Management, Water Quality, Air Quality, Noise and Excessive Vibration Pollution Control and Wetlands regulations issued under EMCA;

- Occupational Safety and Health Act, 2007; Public Health Act, Cap. 242; Work Injury Benefits Act;
- Water Act, 2016 (including Water Resources Authority requirements for borehole drilling, groundwater abstraction and water permits); Climate Change Act, 2016 (as amended); Physical and Land Use Planning Act, 2019; Land Act, 2012; Land Registration Act, 2012;
- Forest Conservation and Management Act, 2016; Wildlife Conservation and Management Act, 2013;
- Energy Act, 2019 (solar and biogas installations), and the legislation and standards governing fertilizers, animal feed, plant propagation material and livestock/aquaculture inputs relevant to the BSF and propagation hub investments (including the Fertilizers and Animal Foodstuffs Act, Cap. 345, and the Seeds and Plant Varieties Act, Cap. 326, where applicable);
- County Governments Act, 2012; Nakuru County environment and climate change legislation, including the applicable County Climate Change Fund legislation;
- Access to Information Act, 2016; Public Participation Policy, 2023; Persons with Disabilities Act, 2003; National Gender and Equality Commission Act, 2011; applicable child protection legislation;
- National Construction Authority Act; Public Procurement and Asset Disposal Act, 2015;
- FLLoCA Programme operational guidelines, ESMF, ESCP, SEP and Labour Management Procedures;
- The World Bank Environmental and Social Framework (2018) and its Environmental and Social Standards, in particular ESS1, ESS2, ESS3, ESS4, ESS5, ESS6, ESS7, ESS8 and ESS10, the World Bank Group General Environmental, Health and Safety (EHS) Guidelines and applicable sector guidelines, and the World Bank Good Practice Note on Addressing GBV/SEA-SH in investment project financing.

Where a gap exists between Kenyan legal requirements and the World Bank ESF, the Consultant shall apply whichever standard affords the higher level of environmental and social protection. The Consultant shall identify all statutory approvals, permits and licenses required for implementation of each investment (including NEMA licenses, water permits and authorizations, and forest or wildlife authorizations where applicable).

5.3 Description of the Proposed Projects

The Consultant shall provide a comprehensive description of each investment covering:

- Project location, including ward and GPS coordinates;
- Project objectives and justification;
- Project components and scope of works;
- Design standards, construction methodology, materials and equipment;
- Labor requirements and construction programme;
- Operation and maintenance activities, including management arrangements for water kiosks, boreholes, biogas plants, the propagation hub and the BSF facility, and the management of waste and by-products;
- Ancillary facilities such as borrow pits, quarries, stockpiles, contractor camps and spoil disposal sites;
- Project area of influence.

5.4 Analysis of Project Alternatives

The Consultant shall evaluate feasible alternatives including:

- No-project alternative;
- Alternative sites or siting within the borehole, spring, school or facility compound, and alternative pipeline routes, where applicable;
- Alternative construction methods and materials;
- Alternative water sources, pumping and energy options (including solar), and alternative waste, water and sanitation arrangements;

- Alternative technology and process options for biogas, propagation hub and BSF operations;
- Alternative implementation approaches.

The preferred alternative shall be justified based on technical, environmental, social and economic considerations.

5.5 Sector-Specific Assessment Requirements

In addition to the general requirements of this ToR, the Consultant shall give specific attention to the following, as applicable to each investment:

- **Boreholes and water supply systems:** groundwater availability, yield and sustainability, borehole siting, water quality and treatment needs, compliance with Water Resources Authority permit requirements, pipeline route selection, trenching and road crossings, wayleaves and land access, structural safety of masonry tanks, safe installation and operation of solar pumping systems, and equitable access, management and affordability of water kiosks;
- **Spring protection and landscape restoration:** spring discharge and downstream water users, riparian and wetland buffers, ecological and soil impacts of felling and replacing blue gums, selection of indigenous and fruit tree species, slope stability and erosion control, fencing and community access to the spring;
- **Biogas systems:** digester siting and design standards, biogas leakage, fire and explosion risks, digestate/slurry and feedstock management, hygiene and sanitation, safety of pupils and school staff, and training and maintenance arrangements;
- **Propagation hub and school orchard:** water use and harvesting, agrochemicals and pest management, handling and disposal of mushroom substrate and crop waste, quality of planting materials, child safety in the school orchard, and benefit-sharing and inclusion of women and youth;
- **BSF facility:** sourcing and transport of organic waste, odor, flies and vector control, leachate and effluent management, biosecurity and quality control of fertilizer and feed products, siting relative to homesteads and institutions, and occupational and community health;

6. BASELINE ENVIRONMENTAL AND SOCIAL STUDIES

The Consultant shall undertake baseline investigations to establish the existing environmental and social conditions at each site and within its area of influence.

(a) Physical Environment

The Consultant shall assess:

- Climate;
- Topography, geology and soils;
- Hydrology, surface water, springs and groundwater, including existing water sources, yields, quality and users;
- Air quality, ambient noise and vibration;
- Existing drainage, water supply, sanitation and waste management systems;
- Climate and disaster exposure (flooding, drought, landslides, erosion, fire).

(b) Biological Environment

The Consultant shall assess:

- Flora and fauna;
- Biodiversity and sensitive ecosystems, including wetlands, springs, riparian areas and forests;
- Protected species and natural habitats;
- Existing vegetation at the sites and along pipeline routes, including blue gum stands (c) Socio-economic Environment

The Consultant shall assess:

- Population characteristics of the beneficiary communities, including existing water access, sources, distances and costs;
- Land ownership, land tenure and land use, including wayleaves along pipeline routes;
- Livelihoods and economic activities, including farming and livestock;

- Public utilities;
-
- Adjacent educational and health institutions, including the host schools for the biogas and orchard investments;
- Cultural heritage resources;
- Existing waste management practices and energy sources;
- Vulnerable and marginalized groups, including women, youth, persons with disabilities and, where applicable, Indigenous Peoples/historically underserved communities;
- Labor conditions, community health and safety and existing grievance channels.

7. PUBLIC CONSULTATION AND STAKEHOLDER ENGAGEMENT

The Consultant shall undertake meaningful public participation in accordance with EMCA, NEMA Public Participation Guidelines, the Public Participation Policy, 2023, World Bank ESS10 and the FLLoCA Programme SEP. Consultations shall include all Interested and Affected Parties, with differentiated engagement for vulnerable and disadvantaged groups. The process shall provide for public participation at the key stages of investment identification, preparation/design and implementation, as applicable.

The Consultant shall:

- Prepare an investment-level Stakeholder Engagement and Public Participation Plan consistent with the FLLoCA Programme SEP;
- Consult County departments, the County Climate Change Planning Committee, Ward Climate Change Planning Committees (WCCPCs), project management committees, community members, landowners, beneficiaries, school management, local administration, NEMA, the Water Resources Authority and other stakeholders;
- Conduct public meetings, Focus Group Discussions and Key Informant Interviews, and administer questionnaires where necessary;
- Disclose key project information in accessible locations and formats (including Kiswahili/local-language summaries where appropriate) and allow a reasonable period for comments;
- Document all consultations, including issues raised, attendance disaggregated by sex, age and disability, and how comments were addressed.

The Consultant shall submit:

- Attendance registers;
- Minutes;
- Photographs;
- Stakeholder issues matrix;
- Public Participation Report and disclosure evidence.

8. IDENTIFICATION AND ASSESSMENT OF ENVIRONMENTAL AND SOCIAL IMPACTS

The Consultant shall identify, predict and evaluate positive and negative impacts during pre-construction/planning, construction/establishment, operation, maintenance and, where applicable, decommissioning. The assessment shall include:

- Site preparation, excavation, trenching, earthworks and vegetation clearance;
- Soil erosion, sedimentation, drainage and slope stability;
- Water abstraction, groundwater and spring sustainability, water quality and downstream users;
- Waste generation, handling and disposal, including construction waste, drilling waste, organic waste, digestate/slurry, leachate and effluent;
- Noise, dust, odor, gas emissions and air quality;
- Biodiversity, ecosystem services and natural habitats, including the effects of felling and replacing blue gums;

- Occupational and community health and safety, including structural safety of masonry tanks and sumps, biogas fire/explosion risks, electrical and solar installation safety, and pest and vector risks;
- Land access, wayleaves, land-use conflict and any economic or physical displacement;
- Livelihoods and impacts on vulnerable and disadvantaged groups, including access to and affordability of water;
- Labour influx, gender-based violence (GBV), Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
- Child abuse, child labour and child protection, including at the host schools;
- HIV & AIDS and other transmissible diseases;
- Cultural heritage and archaeological resources, including chance finds;
- Grievance redress and access to information;
- Cumulative and residual impacts.

9. CLIMATE CHANGE ASSESSMENT

The Consultant shall:

- Assess climate and disaster risks affecting each investment, including drought, flood, erosion and fire risk, and the vulnerability of water sources to climate variability;
- Evaluate greenhouse gas emissions and savings from construction and operations, including the contribution of solar pumping, biogas and BSF waste conversion;
- Assess the climate resilience of designs (water sources and storage, drainage, energy);
- Recommend adaptation and mitigation measures.

10. GENDER AND SOCIAL INCLUSION ASSESSMENT

The Consultant shall assess impacts on:

- Women and girls, in particular in relation to water collection burdens, safety and participation in water management and kiosk operation;
- Youth;
- Persons with Disabilities (including physical accessibility of kiosks, water points and facilities);
- Elderly persons;
- Pupils and learners in the host schools;
- Vulnerable households and, where applicable, minorities and Indigenous Peoples/historically underserved communities;
- Informal traders, farmers, livestock keepers and other livelihoods near the sites.

Appropriate enhancement and mitigation measures shall be proposed.

11. OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT

The Consultant shall undertake an Occupational Health and Safety assessment covering:

- Hazard identification and risk assessment;
- Construction safety, excavation and trenching safety, drilling and working at height;
- Traffic safety and community safety near work areas and pipeline routes;
- Electrical and solar installation safety;
- Biogas and fire/explosion safety, and safe handling of organic waste and BSF operations;
- PPE requirements;
- Emergency preparedness and fire safety;
- Hygiene and infection prevention for workers and operators;
- Worker welfare and labour conditions.

12. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP)

The Consultant shall prepare an ESMP for each investment containing, for each identified impact/risk:

- Mitigation measures;
- Performance indicators;
- Responsible institutions;
- Implementation schedule;
- Monitoring requirements and reporting;
- Capacity-building programme;
- Cost estimates, with ESHS provisions integrated into the investment budget, Bills of Quantities and tender/contract documents;
- Emergency preparedness and response plan.

The ESMP shall include the following sub-plans, as applicable:

- Waste Management Plan (including organic waste, digestate and effluent);
- Occupational Health and Safety Plan and Emergency Preparedness and Response Plan;
- Grievance Redress Mechanism and GBV/SEA-SH referral pathway;
- Labour Management Procedure (ESS2);
- Biodiversity/Natural Habitat Management Plan (ESS6), where triggered;
- Chance-Finds Procedure for cultural heritage (ESS8);
- Resettlement Action Plan/livelihood improvement measures (ESS5), where triggered.

13. ENVIRONMENTAL AND SOCIAL MONITORING PLAN

The Consultant shall prepare an Environmental and Social Monitoring Plan indicating:

- Monitoring indicators;
- Monitoring frequency;
- Responsible agencies;
- Reporting procedures, including inputs to the County's periodic FLLoCA environmental and social safeguards performance reports;
- Estimated monitoring costs.

14. GRIEVANCE REDRESS MECHANISM (GRM)

The Consultant shall align each investment with the FLLoCA Programme and County/project-level GRM and prepare a project-specific mechanism detailing:

- Multiple, accessible and culturally appropriate channels for receiving grievances (including verbal, written and WCCPC channels), including confidential channels and a safe GBV/SEA-SH referral pathway;
- Registration and documentation;
- Investigation procedures;
- Resolution timelines;
- Appeals process;
- Reporting requirements and linkage to the County GRM focal person, with whom the Consultant shall work hand in hand throughout the assignment.

15. ENVIRONMENTAL AND SOCIAL REPORTING

The Consultant shall prepare the following reports for each investment in accordance with the NEMA report format and the type of instrument determined by screening (Summary Project Report, Comprehensive Project Report or ESIA Study Report):

- Inception Report;
- Introduction and preliminaries of the report: should provide information about FLLoCA program and the financing institution and their logos.
- Baseline Environmental and Social Study Report;
- Public Participation Documentation;
- Draft Project Report/ESIA Report;
- Environmental and Social Management Plan (ESMP) and applicable sub-plans;

- Environmental and Social Monitoring Plan;
- Final Project Report/ESIA Report incorporating comments from the Client and NEMA.

The Consultant shall also complete all NEMA application forms, submit the reports through the NEMA ENVIS portal with all required attachments, respond to NEMA queries and provide technical support during the review process until an EIA License is issued for each investment. All deliverables shall be submitted in English, in editable electronic format and in 2 hard copies as specified in the contract, and shall include an executive summary.

16. CONSULTANT TEAM AND MINIMUM REQUIREMENTS

General Requirements

The Consultant shall be a legally registered and qualified environmental consultancy firm with demonstrated experience in undertaking ESIA studies for public infrastructure projects. The firm shall:

- Be duly registered and incorporated in Kenya and be registered by NEMA as an ESIA Firm of Experts; with valid license;
- Have its core business in ESIA, environmental management or related environmental consultancy services;
- Demonstrate proven experience in ESIA/ESMP and ESHS risk-management assignments for donor-financed, climate resilience, water supply, renewable energy, natural resource management or similar development projects;
- Demonstrate experience in applying EMCA, NEMA ESIA Regulations and the World Bank Environmental and Social Framework;
- Demonstrate adequate organizational, technical and professional capacity to undertake the assignment at project sites across Nakuru County using a multidisciplinary team.
- The firm must be registered with DOSH and has a valid practicing license from DOSH
- Must have an indemnity cover of at least one million Kenyan shillings.

Relevant Experience

The Consultant shall demonstrate experience in assignments of a similar nature, having successfully undertaken at least two (3) comparable assignments within the last 5–10 years. For each assignment, the Consultant shall provide the name and address of the Client, a description of the services provided, and the duration and completion status. Evidence of recommendation from the County Government of Nakuru or comparable county governments will be an added advantage.

ESIA/ESMP Team Leader

The Team Leader will have the following minimum qualifications:

- Degree in Environmental Science, Natural Resource Management or a related field;
- Registered/licensed EIA Lead Expert with NEMA, with a valid practicing license;
- Must be registered with DOSH as a safety adviser
- At least 10 years' relevant experience, including at least three (3) assignments involving development-partner-financed or comparable public investment projects.

Social Development / Safeguards Specialist (including Gender, GBV/SEA-SH and GRM)

- Relevant university degree in sociology, social sciences, social development, anthropology, gender, development studies or a related field;
- Demonstrated experience in social risk assessment, stakeholder engagement, land/livelihood impacts, inclusion of vulnerable and marginalized groups, gender analysis, GBV/SEA/SH risk assessment and grievance management, preferably on donor-funded projects;
- Minimum 5 years' relevant experience.

Occupational Health and Safety (OHS) Specialist

- Relevant university degree/diploma and recognized OHS qualifications (
- Demonstrated experience in occupational and community health and safety, construction safety, emergency preparedness and incident management.

- Must be registered with Directorate of Occupational Safety and Health Services (DOSHS) as a Safety and Health Advisor and having a valid certificate.

Gender and GBV/SEA-SH / GRM Specialist

- Relevant university degree in gender, social sciences, development studies or a related field;
- Demonstrated experience in gender analysis, GBV/SEA-SH risk assessment and referral-pathway design, GRM design and vulnerable-groups engagement.

GIS / Survey and Mapping Expert

- Bachelor's degree in Geospatial Engineering, Geomatics, Surveying, GIS, Geography or a related discipline;
- Minimum 3 years' experience in GIS mapping, spatial analysis and preparation of project maps.

Other experts may be proposed depending on need, including an Ecologist/Biodiversity Specialist, a Water Resources/Hydrology Specialist and an Energy/Biogas or Agricultural Specialist.

Duration

The consultancy shall cover the all proposed FLLoCA investments listed in the annex and shall be completed within a period of two (2) months from the date of contract commencement, or such period as may be agreed in the contract, subject to timely availability of project information, site access and statutory review requirements.

17. TECHNICAL APPROACH AND METHODOLOGY

The Consultant shall demonstrate a clear and practical understanding of the assignment. The proposal shall include:

- A brief description of the Consultant's understanding of the project scope and key challenges;
- A concise methodology and approach covering environmental and social baseline studies, site investigations, stakeholder engagement and impact assessment;
- A work plan and implementation schedule, aligned with the assignment timeline.

The methodology shall clearly address: water supply, spring protection and pipeline construction considerations; biogas, propagation hub and BSF operational risks; organic waste and by-product management; OHS; climate resilience; gender and social inclusion; and stakeholder engagement. It shall include a detailed work plan and implementation schedule aligned with the FLLoCA implementation and statutory approval timelines.

Technical Evaluation Criteria

The technical evaluation shall be based on a total score of 100 points, with a minimum qualifying score of 80 points.

Evaluation Breakdown

Criteria	Points
Firm Experience	20
Key Personnel	50
Methodology & Approach	15
Understanding of Assignment	10
Work Plan	5
Total	**100**

Firm Experience (20 Points)

Evaluation shall consider:

- Experience in similar assignments, including ESIA/ESMP for water supply, climate resilience, renewable energy, waste management or natural resource management projects;
- Experience in donor-financed community-based or public infrastructure projects;
- Demonstrated relevance to the assignment scope.

Key Personnel Scoring (50 Points)

Expert	Points
Team Leader / Lead Environmentalist	20
Sociologist	10
Occupational health and safety Specialist	10
Gender and GRM specialist	5
GIS Expert	5
Total	**50**

Scoring Criteria for Each Expert

Each expert shall be evaluated based on:

- Academic and Professional Qualifications (30%);
- General Experience (20%);
- Specific Relevant Experience (50%).

Methodology and Approach (15 Points)

Evaluation shall consider:

- Clarity and practicality of the proposed approach;
- Coverage of all components;
- Logical sequencing of activities.

Understanding of the Assignment (10 Points)

Evaluation shall consider:

- Demonstrated understanding of project components;
- Identification of key risks and constraints;
- Awareness of local context and conditions.

Work Plan (5 Points)

Evaluation shall consider:

- Realism and feasibility of the proposed timeline;
- Alignment with deliverables and stages of the assignment.

Evaluation Notes

- Only CVs of proposed key personnel shall be evaluated;
- CVs must be signed and dated by the respective experts.

Financial Evaluation (20%)

Lowest evaluated price receives 100 points.

Other proposals scored using:

$$Sf = 100 \times \frac{F_{min}}{F}$$

Where:
F_{min}= lowest evaluated price
F= price of proposal
Combined Score

$$\text{Final Score} = (St \times 0.80) + (Sf \times 0.20)$$

Highest ranked firm is recommended for award.

Payment Schedule

Payment to the Consultant will be structured as a series of lump-sum payments tied to the submission and acceptance of the deliverables listed in Section 15. This ensures that the Consultant is remunerated based on performance milestones.

Proposed Payment Structure

Remuneration for the consultancy services will be based on national competitive rates, commensurate with the expertise and experience of the selected team. Reimbursable costs, such as travel outside the Nakuru for project duties, will be paid according to Public Service Job Group rates upon submission of verifiable supporting documentation.

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a TimeBased Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.

2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity s paramount.

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

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

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.: _____

Contract Description: _____

Between

_____[Name of the Procuring Entity]

and

_____[Name of the Consultant]

Date:

I. FORM OF CONTRACT - LUMP-SUM

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

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

WHEREAS

a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");

b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract; NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

   a) The General Conditions of Contract;
   b) The Special Conditions of Contract;
   c) Appendices:
      - Appendix A: Terms of Reference
      - Appendix B: Key Experts
      - Appendix C: Breakdown of Contract Price
      - Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:

   a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and

   b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of..... [Name of Procuring Entity] [Authorized Representative of the Procuring Entity–name, title and signature]

For and on behalf of.....[Name of Consultant or Name of a

Joint Venture] [Authorized Representative of the Consultant–name and signature]

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

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

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

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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

a) "Applicable Law" means the laws and any other instruments having he force of law in Kenya.

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

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

d) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the selected Consultant.

e) "Day" means a working day unless indicated otherwise.

f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) "Foreign Currency" means any currency other than the currency of Kenya.

i) "GCC" mean these General Conditions of Contract.

j) "Government" means the government of Kenya.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV)was taken into account in the technical evaluation of the Consultant's proposal.

m) "Local Currency" means the Kenya Shillings, the currency of Kenya.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

o) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.

p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract

(t) "Third Party "means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

1.1Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

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

8 Authority of Member in Charge

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

9 Authorized Representatives

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

10 Corrupt and Fraudulent Practices

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

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

B. Commencement, Completion, Modi**fi**cation and Termination of Contract

11 Effectiveness of Contract

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

12 Termination of Contract for Failure to Become Effective

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

13 Commencement of Services

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

14 Expiration of Contract

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

15 Entire Agreement

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

16 Modi**fi**cations or Variations

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

17 Force Majeure

a. Definition

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

17.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or over come in the carrying out of its obligations here under.

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

b. No Breach of Contract

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

c. Measures to be taken

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

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

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or

d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

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

18 Suspension

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

19 Termination

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

By the Procuring Entity

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

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

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

(2 By the Consultant

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

b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

(3 Cessation of Rights and Obligations

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

(4 Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

(5 Payment up on Termination

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

a) Payment or Services satisfactorily performed prior to the effective date of termination; and

b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of

this Contract, including the cost of the return travel of the Experts. C. Obligation s of the Consultant

16. General

a. Standard of Performance

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

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

Law Applicable to Services

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

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

a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Con**fl**ict of Interests

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

a. Consultant Not to Bene**fi**t from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3,the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the

discharge of its obligations here under, and the Consultant shall use its best efforts to ensure

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22 Confidentiality

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

23 Liability of the Consultant

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

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and

maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

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

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

26 Reporting Obligations

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

27 Proprietary Rights of the Procuring Entity in Reports and Records

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

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

28 Equipment, Vehicles and Materials

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

otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

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

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

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

30 Replacement of Key Experts

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

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

person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

31.1 If the Procuring EntityfindsthatanyoftheExpertsorSub-consultanthascommittedseriousmisconductorhas been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the
Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documentsrequiredfortheirstayinKenyawhilecarryingouttheServicesundertheContract.

c FacilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServicesandoft hep ersonal effects of the Expert sand their eligible dependents.

d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya

f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

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

35 Services, Facilities and Property of the Procuring Entity

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

36 Counterpart Personnel

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

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

37 Payment Obligation

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

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

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

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments

have been fully set off.

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

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

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

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

41 Interest on Delayed Payments

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

Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

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

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

44 Dispute Resolution

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

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are [fill in at negotiations with the selected firm]: THE COUNTY SECRETARY NAKURU COUNTY GOVERNMENT P.O.BOX 2870(20100), NAKURU Consultant ; N/A
8.1	The bidders to indicate the appointed members

9.1	THE COUNTY SECRETARY NAKURU COUNTY GOVERNMENT P.O.BOX 2870(20100), NAKURU
11.1	The effective date shall be 14 days or less after contract signing
12.1	Termination shall be 30 days after issuance of notice to the other party
13.1	Commencement of Services shall be 14 days after contract signing Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: 12 months after commencement

21.1.3.	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
23.1	No additional provisions. [OR The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of Kshs. 1,000,000 (c) Third Party liability insurance, with a minimum coverage of Kshs. 1,000,000 (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	The additional rights to the use of the documents are: N/A
27.2	[The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
32.1 (a) through (f)	N/A
32.1(g)	N/A
38.1	The Contract price shall be the responsive bid after financial evaluation inclusive of local taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be determined by the Laws of Kenya in matters taxes

39.1 and 39.2	[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant]
40.2	The payment schedule: As per the terms of reference
40.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: N/A
40.2.4	The accounts are: N/A
41.1	The interest rate is: N/A
44.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner

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

	within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Office of the County Attorney- Nakuru County Government (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Office of the County Attorney- Nakuru County Government to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kenya (b) English language shall be the official language for all purposes; and (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

PREFACE

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

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

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

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

CONTRACT FOR CONSULTANT'S SERVICES

II. TIME-BASED CONTRACT

Consulting Services for:

Contract No.: _____

Contract Description:_____

Between

[Name of the

Procuring Entity]

and

[Name of the Consultant]

Date:

II: FORM OF CONTRACT-TIME-BASED

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

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

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

WHEREAS

a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

c) The Procuring Entity has set aside a budget and funds towards the cost of the services

and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

a) The General Conditions of Contract;

b) The Special Conditions of Contract;

c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

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

2. ThemutualrightsandobligationsoftheProcuringEntityandtheConsultantshallbeassetforth intheC ontract, in particular:

a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and

b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of_____[Name of Procuring Entity] [Authorized Representative of the Procuring Entity–name title and signature]

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

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

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

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

Section 8: General Conditions of Contract

A. GENERALPROVISIONS

1. Definitions

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

a) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

b) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.

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

d) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

e) "Day" means a working day unless indicated otherwise.

f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC11.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) "Foreign Currency" means any currency other than the Kenya Shilling.

i) "GCC" means these General Conditions of Contract.

j) "Government" means the government of Kenya.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.

m) "Local Currency" means the Kenya Shilling.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

o) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both.

p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

s) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

2 Law Governing Contract

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

3 Language

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

4 Headings

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

5 Communications

5.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been give nor made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

5.2 A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

6 Location

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

7 Authority of Member in Charge

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

9. Authorized Representatives

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

10 Corrupt and Fraudulent Practices

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

a. Commissions and Fees

10.2 The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at

least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

Commencement, Completion, Modification and Termination of Contract.

11 Effectiveness of Contract

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

11. Termination of Contract for Failure to Become Effective

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

12 Commencement of Services

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

14. Expiration of Contract

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

15 Entire Agreement

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

16 Modi**fi**cations or Variations

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

16.2 In cases of substantial modi**fi**cations or variations. 17 Force Majeure

a. De**fi**nition

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

17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include in sufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

12.2 The failure of a Party to fulfill any of its obligations here under shall not be considered to be

17.4 a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

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

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

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:

a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or

b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 & 48.

18 Suspension

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

19 Termination

19.1 ThisContractmaybeterminatedbyeitherPartyasperprovisionssetupbelow:

a. By the Procuring Entity

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the

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

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

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

a If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

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

d If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause

GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have

under the Applicable Law.

d. Cessation of Services

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

14.1.1 provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

14.1.2 Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

a remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

b In the case of termination pursuant to paragraphs (d)and(e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

15 General

a. Standard of Performance

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

15.2 The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.

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

b. Law Applicable to Services

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

15.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,

15.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

16 Conflict of Interests

16.1 The Consultant shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

16.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

16.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurementresponsibilityshallbefortheaccountoftheProcuringEntity.

b. Consultant and Affiliates Not to Engage in Certain Activities

16.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub- consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directlyrelatedtotheConsultant'sServicesforthepreparationorimplementationoftheproject. **c.** Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

17 Con**fi**dentiality

17.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any timecommunicatetoanypersonorentityanyconfidentialinformationacquiredinthecourseofthe Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

18 Liability of the Consultant

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

19 Insurance to be taken out by the Consultant

19.1 The Consultant (I) shall takeout and maintain and shall cause any Sub-consultants to takeout and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in ClauseGCC13.

20 Accounting, Inspection and Auditing

20.1 The ConsultantshallkeepandshallmakeallreasonableeffortstocauseitsSub-consultantstokeep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

21 Reporting Obligations

21.1 The ConsultantshallsubmittotheProcuringEntitythereportsanddocumentsspecifiedinAppendixA, in the form, in the numbers and within the time periods set forth in the said Appendix.

22 Proprietary Rights of the Procuring Entity in Reports and Records

22.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or

software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

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

23 Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

24 Description of Key Experts

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

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

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

25 Replacement of Key Experts

25.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

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

26 Approval of Additional Key Experts

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

27 Removal of Experts or Sub-consultants

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

27.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the
Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

27.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

28 Replacement/ Removal of Experts–Impact on Payments

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

29 Working Hours, Overtime, Leave, etc.

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

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

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

E. Obligations of the Procuring Entity

30 Assistance and Exemptions

30.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

a Assist the Consultant with obtaining work permits and such other documents as shall

be necessary to enable the Consultant to perform the Services.

b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.

c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.

f Assist the Consultant, any Sub-consultantsandtheExpertsofeitherofthemwithobtainingtheprivilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the SCC.

31 Access to Project Site

31.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage iscausedbythewillfuldefaultornegligenceoftheConsultantoranySubconsultantsortheExpertsofei therof them.

32 Change in the Applicable Law Related to Taxes and Duties

32.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC41.1

33 Services, Facilities and Property of the Procuring Entity

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

33.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services,(ii) the manner in which the Consultant shall procure any such services, facilities and

property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result there of pursuant to Clause GCC 41.3.

34 Counterpart Personnel

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

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

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

35 Payment Obligation

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

E. PAYMENTS TO THE CONSULTANT

36 Ceiling Amount

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

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

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

37 Remuneration and Reimbursable Expenses

37.1 The Procuring Entity shall pay to the Consultant

(i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and

(ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

37.4 The remuneration rates shall cover:

(i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),

(ii) the cost of backstopping by home office staff not included in the Experts 'list in Appendix
B,

(iii) the Consultant's profit, and

(iv) any other items as specified n the S CC.

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

38 Taxes and Duties

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

39 Currency of Payment

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

40 Mode of Billing and Payment

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

a Advance payment. Within the number of days after the Effective Date, the Procuring Entity shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E. The advance payments will be set off by the Procuring Entity in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully setoff.

b The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices hall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

c The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after

the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract he difference from any subsequent payments.

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

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

f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

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

G. Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

43.1 ThePartiesshallseektoresolveanydisputeamicablybymutualconsultation.

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

44 Dispute Resolution

44.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referredtobyeitherPartytotheadjudication/arbitrationinaccordancewiththeprovisionsinthe SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is English
6.1 and 6.2	The addresses are [fill in at negotiations with the selected firm]: Procuring Entity: COUNTY GOVERNMENT OF NAKURU Attention: TO THE COUNTY SECRETARY
8.1	[Note: If the Consultant consists only of one entity, state "Not Applicable"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.] The Lead Member on behalf of the JV is _____ [insert name of the member]
9.1	The Authorized Representatives are: For the Procuring Entity: [COUNTY GOVERNMENT OF NAKURU] For the Consultant: [name, title]
11.1	The effectiveness conditions are the following: [insert "Not Applicable" or list the conditions]
12.1	Termination of Contract for Failure to Become Effective: The period shall be as per the contract.

13.1	Commencement of Services: The number of days shall be as per the contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The period shall be as per the contract
23.1	No additional provisions. [OR: The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

24.1	The insurance coverage against the risks shall be as follows: [Note: Delete what is not applicable except (a)]. (a) Professional liability insurance, with a minimum coverage of _____[insert amount and currency which should be not less than the total ceiling amount of the Contract]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law in Kenya (c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Procuring Entity's country. (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Procuring Entity's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	[If applicable, insert any exceptions to proprietary rights provision_____]

27.2	[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated "Not Applicable". If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used: [The Consultant shall not use these [insert what applies…… documents and software……] for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.] OR [The Procuring Entity shall not use these [insert what applies……. documents and software…….] for purposes unrelated to this Contract without the prior written approval of the Consultant.] OR [Neither Party shall use these [insert what applies……. documents and software ……] for purposes unrelated to this Contract without the prior written approval of the other Party.]
35.1 (a) through (f)	[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, indicate "Not Applicable"]
35.1(g)	[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate "Not Applicable" for this Clause SCC 35.1(g).]
41.2	The ceiling in foreign currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes. The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Procuring Entity [insert as appropriate: "for" or "to"] the Consultant. The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]
42.3	Price adjustment on the remuneration ..... [insert "applies" or "does not apply"] If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
42.4(iv)	The other remuneration items are: _____
43.1	[The Procuring Entity shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant] The Procuring Entity warrants that [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Local Taxes"): If ITC 16.3 indicates a tax exemption status, include the following: "the Consultant, the Sub-consultants and the Experts shall be exempt from" OR If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following: "the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts"] Any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in Kenya, on the Consultant, the Sub-consultants and the Experts
44.1	The currency or currencies of payment shall be the following: [list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]
45.1(a)	[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)] The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Procuring Entity in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.

45.1(b)	[Indicate "Not Applicable" for this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals: The Consultant shall submit to the Procuring Entity itemized statements at time intervals of _____[e.g. "every quarter", "every six months", "every two weeks", etc.].
45.1(e)	The accounts are: for foreign currency: [insert account]. for local currency: [insert account].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
46.1	The interest rate is: [insert rate].
49	Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.

BREAKDOWN OFAGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby con*fi*rm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home of*fic*e allowances (if applicable) indicated below: (Expressed in [insert name of currency]) *

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

Expressed as percentage of 1

1 Expressed as percentage of 4

* If more than one currency, add a table

Signature Date

Name and Title: _____

APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.]

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX E: FORM OFADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for

Advance Payment

_____[Bank's Name and Address of Issuing Branch or Office] Beneficiary:_____[Name and Address of Procuring

Entity] Date:_____

ADVANCE PAYMENT GUARANTEE No._____

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

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

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

At the request of the Consultant, we___[name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of_____[amount in figures] ()

[amount in words][1]upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

Itisaconditionforanyclaimandpaymentunderthisguaranteetobemadethattheadvancepaymentreferredto above must have been received by the Consultant on their account number_____at _____[name and address of bank].

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

monthly payment certifull repayment of the amount of the advance payment, or on the day officate

indicating that the Consultant has made ¸ 2 ¸2 whichever is earlier.

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

o n or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees,

ICC Publication No.758.

[Signature (s)]

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

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

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

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

a) Request a debriefing in relation to the evaluation of your Proposal, and/or

b) Submit a Procurement-relatedComplaintinrelationtothedecisiontoawardthecontract.

The successful Consultant

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

i.) Short listed Consultants

[INSTRUCTIONS: insert names of allshort-listedConsultantsandindicatewhichConsultantssubmittedProposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overalltechnicalscoresandscoresassignedforeachcriterionandsub-criterion.]

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

[insert name]	[yes/no]	Criterion (i): [insert score] [Proposal [evaluated Criterion (ii): [insert price] price] score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> ……..etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			<u>Combined Score</u>: [combined score] <u>Ranking</u>: [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] [Proposal [evaluated Criterion (ii): [insert price] price] score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> <u>……etc.</u> Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			<u>Combined Score</u>: [combined score] <u>Ranking</u>: [ranking]
[insert name]	…..	….	….	….	…..

(ii) Reason/s why you're Proposal was unsuccessful [Delete if the combined score already reveals the reason].

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

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

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:
Attention: [insert full name of person, if applicable]
Title/position: [insert title/position]
Agency: [insert name of Procuring Entity]
Email address: [insert email address]
Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).
Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows: Attention: [insert full name of person, if applicable]
Title/position: [insert title/position]
Agency: [insert name of Procuring Entity]
Email address: [insert email address]
Fax number: [insert fax number] delete if not used
[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a

Proposal in this selection process and is the recipient of a Notification of Intention to Award.
The complaint can only challenge the decision to award the contract.
You must submit the complaint within the deadline stated above.
You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).
The Standstill Period lasts -----(specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.
The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of_____[insert the name of the Procuring Entity]: Signature:_____

_____Name:_____

_____Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..20……...

BETWEEN

…..... APPLICANT

AND

…..RESPONDENT (Procuring Entity)

Request for review of the decision of the .....(Name of the Procuring Entity of ……dated the…day of ……20…….in the matter of Tender No..... of ……..20….. for..... (Tender description).

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……...20……

SIGNED

Board Secretary

3. LETTER OF AWARD

[Use letterhead paper of the Procuring Entity] [Date]_____To: _____[name and address of

the winning Consultant] Subject: Notification of Award Contract No.....

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

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

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Draft Negotiated Contract

4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[insert identification no] Name of the Tender Title/Description:_____[insert name of the assignment] to: _____[insert complete name of Procuring Entity]

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

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

Details of bene***fi***cial ownership

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

	Personal Identification Number (where applicable)		Indirectly---------% of shares	Indirectly----------% of voting rights	equivalent governing body of the Tenderer: Yes -----No----	body of the Company (tenderer) Yes ----- No----
	Nationality					

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

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

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

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

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

Name of the Tenderer.....*[insert complete name of the Tenderer]

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

Designation of the person signing the Tender: ..... [Insert complete title of the person signing the Tender]

Signature of the person named above ..... [Insert signature of person whose name and capacity are shown above]

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

BIDDER OFFICIAL STAMP

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

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

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

Details of beneficial ownership

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

OR

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

OR

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

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.
Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant ..... *[insert complete name of the Consultant]

NameofthepersondulyauthorizedtosigntheProposalonbehalfoftheConsultant: ** [insert complete name of person duly authorized to sign the Proposal]

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

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

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