



**REPUBLIC OF KENYA**



**HOMA BAY COUNTY**

## **COUNTY GOVERNMENT OF HOMA BAY**

**DEPARTMENT OF LANDS, HOUSING, PHYSICAL PLANNING AND  
URBAN DEVELOPMENT**

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### **REQUEST FOR PROPOSAL**

FOR

**CONSULTANCY SERVICES FOR PREPARATION OF VALUATION ROLL  
FOR HOMA-BAY MUNICIPALITY (2022-2032)**

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**NEGOTIATION NUMBER: 1170255**

**TENDER NO: HB/CTY/LHPPUD/T001/2022-2023**

**TENDER INVITATION DATE: TUESDAY, 7<sup>TH</sup> FEBRUARY 2023**

**CLOSING DATE: THURSDAY, FEBRUARY 23<sup>RD</sup>, 2023**

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## 1.0 SECTION 1: LETTER OF INVITATION/INVITATION TO TENDER.

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Negotiation Number:

Tender No. **HB/CTY/LHPPUD/T001/2022-2023**

To

Tenderers name.....

The County Government of Homa Bay, Department of Lands, Housing, Physical Planning and Urban Development through the Supply Chain Management office invites proposals for provision of the following consulting services: “**Consultancy Services for Preparation of Valuation Roll for Homa- Bay Municipality (2022-2032): Negotiation Number:1170255 (TENDER NO. HB/CTY/LHPPUD/T001/2022-2023)**”.

A complete set of tender documents containing detailed information on the tenders may be inspected and downloaded freely by the interested bidders from the County Government of Homa Bay website: [www.homabay.go.ke](http://www.homabay.go.ke), Public Procurement Information Portal: [www.tenders.go.ke](http://www.tenders.go.ke) and IFMIS supplier portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) using the unique IFMIS Negotiation number provided.

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- 1.1** Prices quoted should be net inclusive of all applicable taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.4** Completed tender documents must be submitted through the IFMIS Supplier portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) as per the requirements contained in the document so as to be received on or before **Thursday, FEBRUARY 23<sup>RD</sup> , 2023**. East African time. Tenders will be opened immediately thereafter in the presence of the candidates or/and their representatives who choose to attend, at the County procurement’s Boardroom County Government of Homa Bay Headquarters, **Thursday, FEBRUARY 23<sup>RD</sup> , 2023**. **Bidders who may experience challenges accessing and uploading their tenders on the IFMIS tender portal should contact the IFMIS help desk**

**using Telephone number 0800721477 or 020480180 at the National Treasury.**

**1.5 Bidders are notified that manual submissions of tender documents shall not be accepted. All tenders must be submitted through the IFMIS platform**

1.5.1 Bidders are advised to visit the County Government of Homa Bay website ***www.homabay.go.ke*** from time to time during the bid submission period for any addendum on any clarifications, amendments or extension of tender closing date.

<b>S/ NO</b>	<b>TENDER NO</b>	<b>TENDER DESCRIPTION</b>	<b>IFMIS NEGOTIATION NO</b>	<b>ELIGIBILITY</b>
1	HB/CTY/LHPPUD/ T001/2022-2023.	REQUEST FOR PROPOSAL FOR  CONSULTANCY SERVICES FOR PREPARATION OF VALUATION ROLL FOR HOMA-BAY MUNICIPALITY (2022-2032)		OPEN

The Proposal must be submitted to the address below by **Thursday, FEBRUARY 23<sup>RD</sup>, 2023** Kenyan time using the following modality IFMIS Supplier portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) as per the requirements contained in the document. Proposals will be for consultancy services for “Consultancy Services for Preparation of Valuation Roll for Homa- Bay Municipality (2022-2032): TENDER NO HB/CTY/LHPPUD/T001/2022-2023”.

The Chief Officer  
Lands, Housing, Physical Planning and Urban Development  
P.O. Box 469 -40300  
Homa Bay.

A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

**2.0 SECTION 2: INSTRUCTIONS TO CONSULTANTS**

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## 1.1 Definitions

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Client’s country.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “Integrated Strategic Urban Development Plan” means a Local Physical and Land Use Development Plan as defined in Physical and Land Use Planning Act 2019.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the County Government.
- (k) “Proposal” means the Technical Proposal and the Financial

Proposal.

(l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.

(m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.

(n) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.

(p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1.2 Introduction**

The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate

arrangements.

The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

### **1.3 Conflict of Interest**

County policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

### **1.4 Conflicting activities**

A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

### **1.5 Conflicting assignments**

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets

shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

### **1.6 Conflicting relationships**

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the County throughout the selection process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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.

No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

### **1.7 Unfair Advantage**

If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

### **1.8 Fraud and**

It is the County's policy to require that consultant and their sub-consultants to observe the highest standard of ethics during the

**Corruption**

selection and execution of such contracts.<sup>1</sup> In pursuance of this policy:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice<sup>2</sup>” 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<sup>3</sup>” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain service or other benefit or to avoid an obligation;

(iii) “collusive practices<sup>4</sup>” 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 practices<sup>5</sup>” 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”

(a) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a County investigation 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

(b) Acts intended to materially impede the exercise of the County’s inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or

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<sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

obstructive practices in competing for the contract in question;

(c) will cancel the portion of the Service allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Service were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the County to address such practices when they occur;

(d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a County contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a County contract; and

(e) will have the right to require that, in contracts by a County a provision be included requiring consultants to permit the County to inspect their records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the County.

Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the County in accordance with the above para 1.7

Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

### **1.9 Eligibility**

A firm declared ineligible by the County in accordance with the County Guidelines On Preventing and Combating Fraud and Corruption in Projects shall be ineligible to be awarded a County contract during such period of time as the County shall determine.

### **1.10 Eligibility of Sub-Consultants**

In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

- 1.11 Origin of Consulting Services** Consulting Services provided under the Contract may originate from any country except if:
- .
- 1.12 Only one Proposal** Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- 1.13 Proposal Validity** The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 1.14 Clarification and Amendment of RFP Documents** Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline

for the submission of Proposals.

### **1.15 Preparation of Proposals**

The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

### **1.16 Language**

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

### **1.17 Technical Proposal Format and Content**

Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a)(i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the S.T.P the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b)(i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated

into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c)(i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii)For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

(h)The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**1.18 Financial Proposals**

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**1.19 Taxes**

The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non- resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

**1.20 Submission, Receipt, and Opening of Proposals**

The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating

that the representative has been dully authorized to sign.

The Proposals must be addressed to the address/addresses indicated in the Data Sheet and to be received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2.

### **1.21 Proposal Evaluation**

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Mandatory, Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Mandatory and Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the County issues its "no objection".

### **1.22 Evaluation of Technical Proposals**

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **1.23 Financial Proposals for QBS**

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

### **1.24 Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**

After the technical evaluation is completed and the County has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will not be opened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at

the opening of Financial Proposals is optional.

Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. Copy of the record shall be sent to all Consultants and the County.

The Evaluation Committee will not correct any computational errors. However, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

**1.25  
Negotiations**

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**1.26 Technical  
negotiations**

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

**1.27 Financial  
negotiations**

If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**1.28 Availability  
of Professional  
staff/experts**

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be

actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**1.29 Conclusion of the negotiations**

Negotiations will conclude with a review of the Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**1.30 Award of Contract**

After completing negotiations, the Client shall award the Contract to the selected Consultant, publish in the County website on line and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

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

**1.31 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the County's antifraud and corruption policy.

## INSTRUCTIONS TO CONSULTANTS

### Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: <b>County Government of Homa Bay.</b></p> <p>Method of selection: Quality and Cost based selection (QCBS) in accordance with the Guidelines for Selection and Employment of Consultants by the public procurement and disposal Act 2015)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>YES</b></p> <p>Name of the assignment is Consultancy Services for “<b>Preparation of Valuation Roll for Homa-Bay Municipality (2022-2032): TENDER NO. HB/CTY/LHPPUD/T001/2022-2023</b>”  <b>NEGOTIATION NUMBER: 1170255</b></p>
1.3	<p>A pre-proposal conference will be held: <b>NO</b>; Clarifications to be sought through the address provided below</p> <p>The Client’s representative is:  The Chief Officer  Lands, Housing, Physical Planning and Urban Development  P.O. Box 469 -40300  Homa Bay.</p>

<b>1.4</b>	<p>The Client will provide the following inputs and facilities:</p> <p style="padding-left: 40px;">a) County Government of Homa Bay: to provide for the Project Manager (Chief Officer), Project Surveyor, Project Physical Planner, and a Project Valuer,</p> <p style="padding-left: 80px;">and</p> <p style="padding-left: 40px;">b) National Land Commission: to provide one Liaison Officer.</p>
<b>1.5 (a)</b>	<p>The Client envisages the need for continuity for downstream work:</p> <p style="padding-left: 40px;">No</p>
<b>1.6</b>	<p>Proposals must remain valid 120 days after the submission date.</p>
<b>1.7</b>	<p>Clarifications may be requested and the request received not later than 3 days before the submission date.</p> <p style="padding-left: 40px;">The address for requesting clarifications is:</p> <p style="padding-left: 40px;">The Chief Officer Lands, Housing, Physical Planning and Urban Development P.O. Box 469 -40300 Homa Bay.</p>
<b>1.8</b>	<p>Proposals shall be submitted in the following language: English</p>
<b>1.9</b>	<p>Shortlisted Consultants may associate with other shortlisted Consultants: <b>No</b></p>
<b>1.10</b>	<p>The estimated number of professional staff-months required for the assignment is: To be agreed.</p>
<b>1.11</b>	<p>The format of the Technical Proposal to be submitted is: <b>FTP</b></p>

1.12	3. Training is a specific component of this assignment: <i>Yes</i>
1.13	<p>5. List the applicable Reimbursable expenses in foreign and in local currency.</p> <p>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
1.14	Amounts payable by the Client to the Consultant under the contract to be subject to taxation: <b>Yes</b>

	<p>(a) If affirmative, the Client will: reimburse the Consultant for any such taxes paid by the Consultant: <i>No</i></p> <p><i>The consultant shall be required to pay all taxes as per the prevailing government of Kenya regulations. These shall be included in the Consultant's financial proposal but shall be shown as separate amounts. However, the client will be exempted from paying Output VAT on the consultancy services</i></p>
<b>1.15</b>	Consultant to state cost in the national currency: <b>Yes</b>
<b>1.16</b>	Consultant must submit the Technical Proposal, and the Financial Proposal <b>online through the Ifmis portal: <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a></b>
<b>1.17</b>	Proposals must be submitted through the IFMIS Supplier portal: <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a> as per the requirements contained in the document so as to be received on or before <b>Thursday, FEBRUARY 23<sup>RD</sup>, 2023.</b>
<b>1.18 (a)</b>	<p>Criteria, sub-criteria, for <i>mandatory evaluation</i>:</p> <p>Failure by any bidder to meet any of the mandatory requirements will result in automatic disqualification of the bidder. Bidders that qualify at preliminary stage shall then be evaluated and ranked on the basis of the detailed technical and functional aspects of the proposals.</p> <p>The following requirements must be met by the Bidder;</p> <ol style="list-style-type: none"> <li>i. Particulars of Tendering Company to include Company background/profile.</li> <li>ii. Professional Indemnity (PI) cover for 100 million.</li> <li>iii. Certified copies of Audited financial accounts for the past three (3 years) with a turnover of Kshs. 50 million.</li> <li>iv. Bid Bond for Kshs. 500,000/- from a recognized institution or Insurance company.</li> <li>v. Valid and certified Tax Compliance Certificate (newly registered firms must</li> </ol>

	<p>provide proof for exemption on Tax Compliance).</p> <p>vi. Certified Company Registration/ Incorporation Certificate.</p> <p>vii. Duly filled and signed Confidential Business Questionnaire.</p> <p>viii. Duly filled and signed Declaration Form.</p> <p>ix. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge.</p> <p>X All bidders should submit both the technical and financial proposals in separate folders.</p>
<p><b>1.18 (b)</b></p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full <b><i>Technical Proposals are:</i></b></p> <p style="text-align: right;"><u>Points</u></p> <p><b>i) General qualifications</b></p> <ul style="list-style-type: none"> <li>• Specific experience of the Consultants relevant to the assignment: [35]</li> </ul> <p><i>a) Tenderer Lead Consultant MUST have proof of having prepared and completed at least one (1) Valuation Roll within the past five (5) years in Kenya. (10marks)</i></p> <p><i>b) Evidence of business presence in Homa-Bay County(5marks)</i></p> <p><i>c) MUST provide award letters, Contract and Recommendation letters dully signed and stamped from at least two (2) previous clients. (10marks).</i></p> <ul style="list-style-type: none"> <li>• Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:             <ul style="list-style-type: none"> <li>a) Technical approach and methodology [8]</li> <li>b) Work plan [2]</li> <li>c) Organization and staffing [5]</li> </ul> </li> </ul> <p><b>Total points for criterion</b></p> <p style="text-align: right;"><b>[40]</b></p> <p><b>(ii) Adequacy for the assignment</b></p> <p>Key professional staff qualifications and competence for the assignment:</p>



	<p>weights:</p> <p>1) General qualifications [40]</p> <p>2) Adequacy for the assignment [40]</p> <p style="text-align: right;"><b>Total weight: 80 points</b></p>
	The minimum technical score (St) required to pass is: <u>70</u> Percentage.
<b>1.19</b>	Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals are: <b>N/A</b>
<b>1.20</b>	<p>The single currency for price conversions is: <b>Kenya Shillings</b></p> <p>The source of official selling rates is: <b>Central Bank of Kenya</b></p> <p>The date of exchange rates is: the date of technical Proposal submission.</p>
<b>1.21</b>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p><b>T = 0.8</b>, and</p> <p><b>F = 0.2</b></p>
<b>1.22</b>	<p>Expected date and address for contract negotiations: immediately after award</p> <p>Chief Officer County Government of Homa Bay Department of Lands, Housing, Physical Planning and Urban Development P.O. Box 469 - 40300 Homa Bay.</p>

<b>1.23</b>	<p>Expected date for commencement of consulting services: Immediately after signing of contract.</p> <p><b>Location</b> County Government of Homa Bay County Head Quarters, Department of Lands, Housing, Physical Planning and Urban Development, Homa Bay, Kenya</p>
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**SECTION 3:**

**3.1 TECHNICAL PROPOSAL - SUBMISSION FORMS**

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Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

<b>Form TECH-1: Technical Proposal Submission Form</b>	<b>.....32</b>
<b>Form TECH-2: Firm’s References</b>	<b>.....33</b>
A - Consultant’s Organization	<b>Error!</b>
<b>Bookmark not defined.</b>	
B - Consultant’s Experience	33
<b>Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client</b>	<b>..... 34</b>
A - On the Terms of Reference	34
B - On Counterpart Staff and Facilities	35
<b>Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment</b>	
<b>Form TECH-5: Team Composition and Task Assignments</b>	<b>.....</b>
<b>Form TECH-6: Format of Curriculum Vitae (CV) for Proposed Professional Staff</b>	<b>39</b>
<b>Form TECH-7: Time schedule for professional personnel</b>	<b>.....</b>
<b>Form TECH-8: Activity (Work Schedule)</b>	<b>.....</b>

**3.1 Form TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM/FORM OF TENDER**

[Date]

To: \_\_\_\_\_ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consultancy services for **Preparation of Valuation Roll for Homa-Bay Municipality (2022-2032)** Contract No..... in Accordance with your Request For Proposal dated [ Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in the IFMIS system.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] <sup>2</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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**2: FIRM'S REFERENCES****Relevant Services carried out in the last Five (5) Years that best illustrate Qualifications.**

*[Using the format below, provide information on each assignment for which your firm, either individually as a corporate entity or in an association, was legally contracted for carrying out consulting services similar to the one requested in this assignment. ]*

Assignment name:		Country
Location within country:		Professional Staff provided by your Firm
Name of Client:		Client's contact Person for the assignment
Address:		No. of Staff - Months; Duration of Assignment
Start date (month/year):	Completion date (month/year):	Approximate Value of Services (Kshs)
Name of associated Consultants, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader ) Involved and Functions Performed:		
Narrative description of Project:		
Description of actual services provided by your staff in the assignment:		

Firm's Name: \_\_\_\_\_

Name and Title of Signatory (Lead Consultant) \_\_\_\_\_

**3.3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED.**

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment.]*

*Note: Such suggestions to be brief to the point, and be incorporated in your Proposal.]*

**B - On the data, Services and facilities to be provided**

### **3.4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

(For small or very simple assignments the Client should omit the following text in *Italic*)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Planning Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and Key technical and support staff.]*

**5: TEAM COMPOSITION AND TASK ASSIGNMENTS****i) TECHNICAL STAFF**

<b>NAME</b>	<b>POSITION</b>	<b>AREA EXPERTISE</b>	<b>OF</b>	<b>TASK ASSIGNED</b>

**ii) SUPPORT STAFF**

<b>NAME</b>	<b>POSITION</b>	<b>TASK</b>

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**6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF****Proposed Position:** \_\_\_\_\_**Name of Firm:** \_\_\_\_\_**Name of Staff:** \_\_\_\_\_**Profession:** \_\_\_\_\_**Date of Birth:** \_\_\_\_\_**Years with Firm:** \_\_\_\_\_ **Nationality** \_\_\_\_\_**Membership of Professional Association** \_\_\_\_\_

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**Detailed Tasks Assigned** \_\_\_\_\_**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations]*

**Education:**

*[Summarize College/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained]:*

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**Employment Record:**

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

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**Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of authorized representative of the firm]*

Full name of Staff Member: \_\_\_\_\_

Full name of authorized representative \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Name	Position	Reports Due/Activities	Weeks in form of Gantt chart													Number of weeks	
			1	2	3	4	5	6	7	8	9	10	11	12	...n		

**Reports Due** \_\_\_\_\_

**Activities Duration** \_\_\_\_\_

**Signature** \_\_\_\_\_

[Authorized representative)

**Full Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address:** \_\_\_\_\_



_____													
_____													

**c) Completion and Submission of Assignment/Reports / Plans**

<b>Reports/outputs</b>	<b>Target Period</b>
<b>Notice of intention to Plan</b>	
<b>Introductory, launch and consultative forum</b>	
<b>Project Inception (Scoping, Identification of key stakeholders, determination of data needs and carrying out needs assessment)</b>	
<b>1. Situational analysis workshop reports</b>	

2. 1 <sup>st</sup> Stakeholder forum - Visioning and objective setting workshop	
<p>3. Preliminary Maps including the following</p> <ul style="list-style-type: none"> <li>•Satellite imagery/aerial photography that is geo-reference and rectified, in both hard and soft copy.</li> <li>•An inventory of all physical and socio-economic infrastructure</li> <li>•Proposals</li> </ul>	
4. Spatial Visioning and Conceptualization	
5. 2 <sup>nd</sup> Stakeholder workshop report	
6. Formulation of Physical and Land Use Plan	
7. 3 <sup>rd</sup> Stakeholders forum	
8. Final Physical and Land Use Plan and Project Report	
9. Approval of Plan	

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a Gantt chart.

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## **4.0 SECTION 4: FINANCIAL PROPOSAL STANDARD FORM**

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### Notes on preparation of Financial Proposal

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

### **Tables**

### **Page**

1. Financial Proposal Submission Form.
2. Summary of costs
3. Breakdown of price per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

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#### 4.1. FINANCIAL PROPOSAL SUBMISSION FORM

Date.....

To:

**The County Secretary**

**County Government of Homa Bay**

**P.O. Box 469 - 40300**

**HOMA BAY.**

Dear Sir:

We, the undersigned, offer to provide consultancy services for the Preparation of **Valuation Roll for Homa Bay Municipality (2022-2032)**: in accordance with your Request for Proposal dated [.....] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of Kshs \_\_\_\_\_  
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ Authorized Signature:

\_\_\_\_\_ Name and Title of Signatory:

\_\_\_\_\_ Name of Firm:

\_\_\_\_\_ Address:

## 4.2: SUMMARY OF COSTS

Costs	Kenya shillings (Kshs.)	Amount(s)
Subtotal (4C + 4D + 4E exclusive of taxes)		
Taxes		
Total Amount of Financial Proposal		_____

### 4C: Pc Sums.

Activity No:				Activity Name	
No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Inception report approval (2-day retreat)	Kshs	25	Pc sum	
2.	Plan publication and documentation			Pc Sum	
3.	3 No. one day expenses for 200, invited participants to be reimbursed Kshs. 1000 for transport per workshop)	Kshs	200	Pc sum	
4.	Provide for 3 no. workshop expenses for 200 participants to cover venue hire, water, tea, lunch & materials	No.	200		
5.	3 no. two days accommodation and transportation costs for 25 number technical staff @ Kshs. 10,000	No.	25	PC Sum	

6.	<p>a) Project Manager's Team, technical supervision and administrative costs for entire contract period (i.e. Project Manager, 2 Planners, Surveyor and 2 liaison officers from PPD @ Kshs. 5,000 by 10 working days a month)</p> <p>b) Airtime for Supervision team</p>	<p>PC SUM</p> <p>PC SUM</p> <p>Pc sum</p>	10		
7.	<p>Provide the Project Office (the County Planning Offices) with:</p> <p>Office stationery, Internet bundles</p> <p>Beverages for 25 persons for 12 meetings @ 500</p>	<p>No</p> <p>PC SUM</p>	<p>2</p> <p>1</p>		
8.	<p>Three technical retreats for</p> <ol style="list-style-type: none"> <li>1. Situation Analysis and preliminary maps</li> <li>2. Draft Plan Proposals (policies and strategies)</li> <li>3. Draft Oyugis LPLUDP</li> </ol>	Pc sum	25	10000	
9.	County Executive Day Retreat		35		
10.	MCA Day Retreat (LHPPUD County Assembly Committee members)		35		
	<b>Sub-total of 4C</b>				

***NB: These are reimbursable expenses***

#### 4.3.1 BREAKDOWN OF PRICE PER ACTIVITY

Activity No: _____	Activity Name: _____	Unit cost in Kenya shillings (Kshs)	Description: _____
<b>Price Component</b>	<b>Kenya shillings (Kshs.)</b>		<b>Amount(s) in Kenya shillings (Kshs.)</b>
Staff			
Travel			
Transportation			
Premises hire			
Accommodation			
Miscellaneous Expenses			
<b>Sub-total 4D</b>			

#### 4.3.2 BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Activity Name: _____	
Names	Position	Input	Unit Price In Kenya shillings (Kshs.)	Total Amount in Kenya shillings (Kshs.)
Regular staff				
Consultants				
<b>Sub-total 4E</b>				

All costs shall be lump sum

**IFMIS FORM**

**COUNTY GOVERNMENT OF HOMA BAY- DEPARTMENT OF LANDS, HOUSING AND URBAN DEVELOPMENT.**

<b>COMPANY IFMIS INFORMATION</b>		
<b>S/NO</b>	<b>DESCRIPTION</b>	<b>COMPANY DETAILS</b>
<b>1</b>	COMPANY IFMIS NUMBER.	
<b>2</b>	COMPANY NAME/ACCOUNT NAME.	
<b>3</b>	BANK NAME.	
<b>4</b>	BANK BRANCH NAME.	
<b>5</b>	BANK ACCOUNT NUMBER.	
<b>6</b>	POSTAL ADDRESS.	
<b>7</b>	TOWN.	
<b>8</b>	POSTAL CODE.	
<b>9</b>	VALID EMAIL ADDRESS.	
<b>10</b>	COMPANY REGISTRATION NUMBER.	
<b>11</b>	COMPANY KRA PIN NUMBER.	
<b>12</b>	BUSINESS CLASSIFICATION.	
<b>13</b>	NAME OF CONTACT PERSON	
<b>14</b>	TELEPHONE NUMBER OF CONTACT PERSON.	
<b>15</b>	IFMIS NUMBER.	

Signed By .....Signature .....

Date and Official Company Stamp.....

**NON DEBARMENT, ANTI- FRAUDULENT AND ANTI-CORRUPTION  
DECLARATION FORM**

**Date:**.....

**To**.....

.....

.....

The Bidder i.e (Name and address)

.....,

Declare the following:

(a) Has not been debarred from participating in Public Procurement.

(b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

(c) Is not subject to criminal proceedings in an anti-corruption court in Kenya.

.....

**Title**

.....

**Signature**

.....

**Date**

---

## SECTION 5: TERMS OF REFERENCE

### TERMS OF REFERENCE FOR THE PREPARATION OF VALUATION ROLL FOR HOMABAY MUNICIPALITY (2022-2032)

#### 1.0 INTRODUCTION

---

The objective of these TORS is to select and instruct a suitable consultancy firm to provide services in relation to Preparation of Valuation Roll for Homa Bay Municipality 2022 -2032 and to make recommendation on efficient segment-based rate collection and administration.

The Constitution of Kenya 2010 identifies property taxes as one of the main sources of revenue. Over the years, the defunct local authorities collected rates revenue as provided for under the Rating Act (chapter266) and the Valuation for Rating Act (chapter 267).

Land rates are one of the top five own source revenue earners for the county government, the county government of Homabay has not been able to exploit fully the revenue potential in property taxation. This is because of its outdated valuation roll which does not link the market value of the properties with the tax paid and lack of a clear legal basis of collection of rates since the transition from the county council.

The Department of Lands, Housing, Physical Planning and Urban Development prepared and facilitated the approval of Homa-Bay County Valuation and Rating Act 2020 by the County Assembly. This act is to govern property taxation process at the county level and in order to operationalize the Act, a valuation roll as a regulation instrument is necessary.

The County Government of Homa-Bay seeks to engage professional firms to carry out Land Valuation.

#### **Scope of assignment**

The terms of reference (TOR) for this assignment shall include but not limited to:

1. Provide advisory legal guidelines and framework for preparation of valuation roll
2. Prepare a valuation roll for all rateable properties within the urban areas of Homabay Municipality (Private Property and Public property)

- 
3. Attendance of valuation court sessions
  4. Assistance with public participation and handling valuation related enquires.

**The specific tasks to be performed by the consultant will be:**

1. Undertake a complete data collection of all rateable properties within the boundaries of the targeted urban areas of Homa Bay County.
2. To review the legislative and institutional framework for levying, administering and all matters relating to land rates, land transaction taxes and other property-based taxation in respect of County government as provided for under the Constitution of Kenya and other relevant legislations.
3. Recommend the basis of rating that is affordable to the potential rate payers and which complies with the provisions of the law.
4. Prepare an inventory of properties that qualify for rating as provided for under the Rating Act Cap 266 and Valuation for Rating Act Cap 267 in each of the target areas providing details such as;
  - (a) The description of the land
  - (b) The area of the land
  - (c) The situation of the land
  - (d) The name and address of the owner
  - (e) The nature of the use of the land
  - (f) The value of the land without the improvements
  - (g) Such other matters as the department may direct to be shown
5. Assess the potential revenue per annum to be achieved from rating by generating a basis for valuation.

**3. Scope of Work**

This will entail preparation of Homa- Bay Municipality Valuation Roll so as to achieve the aforementioned objectives.

**4. Expected Deliverables**

The county government expects the consultant to provide the following outputs;

The Consultant shall –

- a) Identify all the existing registered plots within the jurisdiction of Homa Bay County.
- b) develop plots valuation roll; (Separate “Private Valuation Roll” and “Public Valuation Roll”)
- c) determine and establish the current market values of the county government rateable plots in urban, trading and town centres (refer to list of centres provided) including all land under leases and /or any eligible freehold plots as shall be advised by the project manager.;
- d) develop and recommend a methodology for a periodic up-date of the valuation roll;
- e) develop a GIS based valuation system;
- f) Develop report and opinions of the objection heard and determined by the valuation court
- g) perform the services under this contract and carry out their obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods;
- h) always act in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties;
- i) where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client;

## **5. Client’s input**

The Client shall –

- a) Provide all relevant information – previous valuation rolls, survey maps, Development Plans (DPs), PDPs etc;
- b) Provide and Facilitate searches and titles from Homa Bay and Nairobi Land Registries.

- 
- c) liaise and assist in communicating with stakeholders (the client, the consultant & rateable property owners as may be necessary);
  - d) organize meetings between the Client and the Consultant upon signing of the contract as may be necessary;
  - e) obtain the necessary resolutions and gazettelements as required by rating laws and the relevant legislations;
  - f) provide the consultant with the GIS software and hardware; and
  - g) Organize and facilitate public participation
  - h) assist the consultant as may be necessary for due performance of this Contract.

#### **6. Timeline of Activities**

This assignment will be carried out for a duration of three months after signing of contract agreement.

#### **7. Required Qualifications of the Consultant**

- Registered and Practicing Valuer.
- Proven experience of tasks of similar nature and magnitude.
- Extensive Knowledge of geographical location of Homa-Bay County towns and trading centers.

#### **8. Expression of Proposal**

The consultancy firm should provide a technical proposal detailing the understanding of the TOR, duration of work and the qualifications of the technical team.

#### **9. Terms and Conditions of The Bid**

Awarding of the proposal will be subject to the consultant express acceptance of the general contract conditions and he/ she must present an understanding of the terms of reference before commencing the work. The County Government and the Consultant shall sign a contract agreement upon appointment.

The consultant shall submit a performance bond to the procuring entity a performance bond of 10% of the bid sum upon award before signing of the contract in the form allowable.

The Consultant shall commence the project within five (5) days after contract agreement signed.

Any deviation from the project should be put in writing and signed by both the consultant and County Government.

#### **10. Application**

---

You are requested to submit a report on understanding of the terms of reference to The County Government of Homa- Bay detailing the methodology you are going to use to carry out the tasks identified above, a work plan, key consultants' level of effort, detailed CVs of the key consultants, and professional fees. In addition, at least 3 references of similar assignments you have undertaken in the last 5 years.

## 8.0 REPORTING REQUIREMENTS AND SCHEDULE

---

The consultant shall be responsible to the County Executive Committee Member for Lands, Housing, Physical Planning & Urban Development on execution of the project.

The consultant shall propose a schedule of activities and corresponding deployment of staff. This schedule, together with a comprehensive statement justifying the proposed deployment should be incorporated in the methodology section of the proposal.

**SECTION 6: STANDARD FORMS OF CONTRACT**

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**ANNEX II. Consultant's Services: Lump-Sum Contract**

# **STANDARD FORM OF CONTRACT**

## **Consultants' Services**

LumpSum



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## **CONTRACT FOR CONSULTANTS' SERVICES**

### **Lump-Sum**

between

\_\_\_\_\_  
[name of the Client]

and

\_\_\_\_\_  
[name of the Consultant]

Dated: \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) 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: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

### WHEREAS

- (a) the Client 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 Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*

Appendix A: Description of Services	___ Not used
Appendix B: Reporting Requirements	___ Not used
Appendix C: Key Personnel and Sub-Consultants	___ Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	___ Not used
Appendix E: Breakdown of Contract Price in Local Currency	___ Not used
Appendix F: Services and Facilities provided by the Client	___ Not used
Appendix G: Form of Advance Payment Guarantee	___ Not used

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

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

For and on behalf of *[name of Client]*

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[Name of member]*

---

*[Authorized Representative]*

*[Name of member]*

---

*[Authorized Representative]*

---

## 12.0 GENERAL CONDITIONS OF CONTRACT

---

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “County” means the County Government of Homa Bay.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

#### 1.2 Law

This Contract, its meaning and interpretation, and the relation between the Parties

- Governing Contract** shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** 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 the Government's country or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.8 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.9 Fraud and Corruption**

If the Client determines that the Consultant and/or their Sub-Consultants has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

**1.9.1 Definitions**

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”<sup>6</sup> 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”<sup>7</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>8</sup> 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”<sup>9</sup> 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
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a County investigation 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
  - (b) acts intended to materially impede the exercise of the County’s inspection

<sup>6</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes County employees of other organizations taking or reviewing procurement decisions.

<sup>7</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>8</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> A “party” refers to a participant in the selection process or contract execution.

and audit rights provided for under Clause 3.6.

### **1.9.2 Measures to be Taken**

(vi) will cancel the portion of the service allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the service were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the County to remedy the situation;

(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a County-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a County-financed contract;

### **1.9.3 Commissions and Fees**

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents 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, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.4 Modifications or Variations**

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.

### **2.5 Force Majeure**

#### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance

of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or Corrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

### **2.6.2 By the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) 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) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.6.3 Payment upon Termination**

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

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

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional 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 faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### **3.2 Conflict of Interests**

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

#### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

#### **3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and 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 services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### **3.2.3 Prohibition of Conflicting**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities

- Activities** assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant shall permit the County and/or persons appointed by the County to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the County if required by the County. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the County's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

## 4. CONSULTANT'S PERSONNEL

### 4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

### 5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

### 5.3 Services and Facilities

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

## **6. PAYMENTS TO THE CONSULTANT**

- 6.1 Lump-Sum Payment**      The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**      (a) The price payable in foreign currency/currencies is set forth in the SC.  
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services**      For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment**      Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments**      If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

## **7. GOOD FAITH**

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

## **8. SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement**      The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution**      Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### 13.0. SPECIAL CONDITIONS OF CONTRACT

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <b>Kenya</b>
1.2	The language is <b>English.</b>
1.3	The addresses are:  Chief Officer, Department of Lands, Housing, Physical Planning and Urban Development County Government of Homa Bay P.O. Box 469- 40300, <u>HOMA BAY</u>

<p><b>1.4</b></p>	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
<p><b>1.5</b></p>	<p>The Authorized Representatives are:</p> <p>For the Client: <b>County Executive Member Responsible for Land, Housing, Physical Planning and Urban Development</b></p> <p>For the Consultant: _____</p>
<p><b>1.6</b></p>	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel <b>shall not be</b> exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government’s country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government’s country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government’s country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government’s country, provided that:</p>
<p><b>1.7</b></p>	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government’s country in importing property into the Government’s country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government’s country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government’s country.</p>
<p><b>1.9</b></p>	<p>The date for the commencement of Services is <b>[.....XXXXXXXXXX.....]</b>.</p>

<b>1.10</b>	The time period shall be <i>as agreed</i> .
<b>1.11</b>	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of – <b>shall be in accordance with the applicable law</b>;</p> <p>(b) Third Party liability insurance, with a minimum coverage of - <b>shall be in accordance with the applicable law</b></p> <p>(c) professional liability insurance, with a minimum coverage of <b>Contract Price</b>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>1.12</b>	The Consultant <b>shall not</b> use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>1.13</b>	<b>The Client shall seek from Treasury exemption from payment of output VAT</b>
<b>1.14</b>	The amount in foreign currency or currencies is [ <i>amount to be inserted</i> ].
<b>1.15</b>	The amount in local currency is [ <i>amount to be inserted</i> ].

1.16	<p>The accounts are:</p> <p>for foreign currency or currencies: <i>[account to be inserted]</i></p> <p>for local currency: <i>[account to be inserted]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>(a) <b>Thirty (30) percent</b> of the Contract Price shall be paid on the submission of the approved Inception Report.</p> <p>(b) <b>Thirty (30) percent</b> of the lump-sum amount shall be paid upon submission of the Homa Bay County situational report, .</p> <p>(c) <b>Thirty (30) percent</b> of the lump-sum amount shall be paid upon submission of draft plan</p> <p>(d) <b>Ten (10) percent</b>, the remaining final lump-sum amount, shall be paid upon approval of the final Plan.</p>
1.17	<p>The interest rate is:</p> <p>Foreign Currency: <b>LIBOR + 1%</b></p> <p>Local Currency: <b>the prevailing mean interest rate as given by Central Bank of Kenya</b></p>
1.18	<p><b>Dispute Resolution</b></p> <p>Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.</p>
1.19	
1.20	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in <b>XXXXXX</b></p> <p>(b) <b>English</b> language shall be the official language for all purposes; and</p> <p>(c) Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



## APPENDICES

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### APPENDIX A – DESCRIPTION OF SERVICES

*Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### APPENDIX B - REPORTING REQUIREMENTS

*Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

### APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

*Note: List under:*

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*

*C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.*

*C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

## **APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

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

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

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

## **APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:*

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

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

## **APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*Note: List here the services and facilities to made available to the Consultant by the Client.*

## **APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4 and Clause SC 6.4.*

**County Guarantee for Advance Payment**

\_\_\_\_\_ *[County's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* 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 Consultants, we *[name of County]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

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

\_\_\_\_\_