

REPUBLIC OF KENYA



BARINGO COUNTY GOVERNMENT

**CONSULTANCY SERVICES FOR PREPARATION OF BARINGO COUNTY SPATIAL
PLAN (2015-2025)**

TENDER NO BRCG/TNR/333/2015-2016

CLOSING DATE: 03RD MAY, 2016

TIME: 12.00 NOON (EAST AFRICAN TIME)

APRIL 2016

EXPRESSION OF INTEREST (EOI) FOR PREPARATION OF COUNTY SPATIAL PLAN (2015-2025)

Baringo County Government intends to initiate the process of preparing the county spatial plan (Phase Two) which is a spatial depiction of the social and economic development programs of the County as indicated in the CIDP and in line with vision 2030, the constitution of Kenya 2010 and the County Government Act 2012.

The plan shall be a ten (10) year GIS based development framework and shall cover three Sub-Counties of Baringo North (1703.5 km²), Mogotio (1314.6 km²) and Tiaty (4516.8km²) measuring approximately 7534.9 km² in total.

Eligible consultants are invited to submit an expression of interest (EOI) for preparation of the Plan. The key output of this plan shall be a County Spatial Development framework comprising of a County Structure plan, and an outline of development Strategies.

The plan shall be used as a guiding framework for spatial development of the county. It shall be presented in the form of a written statement, maps, diagrams and graphical illustrations of policies and development strategies, actions and measures.

Terms of reference (TOR) shall include and not limited to:

- 1) Preparation of the county GIS based spatial plan to guide development
- 2) Developing a GIS-based land information system to guide land administration and management
- 3) Developing a framework to guide rural development and settlement
- 4) Analyze the urbanization trends and identify strategic towns and urban centres for detailed planning
- 5) Provide a detailed GIS based county resource inventory for water, agriculture, livestock, forests, energy, tourism, minerals, health, education, infrastructure and environment
- 6) Provide a framework for revitalizing industries, trade and commerce to spur economic development and identifying opportunities for job creation and employment
- 7) Formulating strategies for improving transport and communication networks and linkages
- 8) Preparing digital cadastral layers in same system as the digital topographical maps.
- 9) Assigning land uses and describing policies and standards to regulate and guide the use of land in each category of land use.
- 10) Identify programs and projects for development of land within the county as per county government Act 2012, section (110)

The duration of the services is expected to be 12 months.

The EIO responses shall include details on the following as part of the statement qualifications

- a) Clear understanding of the planning process
- b) Experience in similar undertakings
- c) Human resource base and individual specialization
- d) Financial capabilities and commitments

- e) Knowledge of Baringo county' geographical location, resources, principal land uses, topological features, drainage systems and settlement patterns

The Mandatory Requirements

The eligible consultancy must meet the following requirements:

1. Be a registered planning firm headed by a registered and practicing physical planner
2. Demonstrate ability and capacity to undertake the assignment
3. Demonstrate experience and ability in undertaking assignments of a similar nature which have been approved.
4. Having undertaken such projects regionally or internationally is an added advantage.
5. Comprise of a multidisciplinary team of experts with demonstrable experience and ability required to undertake the assignment
6. Have a strong financial resource base

The EOI must be accompanied by copies of the following documents

- (a) Company profile
- (b) Certificate of business incorporations
- (c) Valid tax compliance certificate
- (d) List of at least three similar projects undertaken
- (e) List of at least three references from organization the firm has offered similar services.

Interested Consultants must submit original and one (1) copy of the EOI Technical Proposal, and the original and copy of the Financial Proposal all in different sealed envelopes clearly marked and addressed to the County Secretary at the address given under paragraph reference 4.5 below with all necessary documentations in a plain sealed envelope clearly marked- "**EXPRESSION OF INTEREST FOR PREPARATION OF BARINGO COUNTY SPATIAL DEVELOPMENT PLAN**" (2015 – 2025) along with the covering letter duly signed by an authorized signatory and be deposited in the Tender Box at **BARINGO COUNTY GOVERNMENT OFFICES, SUPPLY CHAIN MANAGEMENT OFFICE AT AFC BUILDING (OPPOSITE PARADISE HOTEL)** or be addressed to **OFFICE OF THE GOVERNOR, BARINGO COUNTY GOVERNMENT, Along Hospital Road, Kabarnet, Off Nakuru - Eldoret Road, P. O. Box 53 - 30400, Kabarnet** so as to be received on or before **Tuesday ,May 03, 2016 at 12.00 pm (East African Time)**.

NOTE;BIDDERS WHOSE TECHNICAL BID WILL NOT ATTAIN THE PASS MARK AS SPECIFIED IN THE EVALUATION CRITERIA WILL BE RETURNED UN-OPENED.

The County secretary

Baringo County Government

P.O. Box 53- 0100, KABARNET

Table of Contents

- SECTION 1. LETTER OF INVITATION6
- SECTION 2: INSTRUCTIONS TO CONSULTANTS.....7
 - 1. Introduction8
 - 2. Clarification and Amendment of RFP Documents9
 - 3. Preparation of Proposals.....9
 - 4.Submission, Receipt, and Opening of Proposals12
 - 5.Proposal Evaluation13
 - 7.Award of Contract.....15
 - 8. Confidentiality15
- SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS.....19
 - Form TECH-1: Technical Proposal Submission Form20
 - Form TECH-2: Consultant's Organization and Experience21
 - Form TECH-3: Comments and Suggestions.....22
 - Form TECH-5: Team Composition and Task Assignments23
 - Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff23
 - Form TECH-7: Staffing Schedule25
- SECTION 4: FINANCIAL PROPOSAL SUBMISSION FORM27
 - 4a. Financial Proposal Submission Form.....27
 - 4b: *Summary of Costs*28
 - 4C: Supervision PC Sums and Workshops.....28
 - 4d. Breakdown of Price per Activity.....29
 - 4e. Breakdown of Remuneration per Activity.....29
- SECTION 5: TERMS OF REFERENCE30
 - 5.1 Background30
 - 5.2 Statement of Need.....31
 - 5.3 Goal of the Project32
 - 5.4 Specific Objectives32
 - 5.5 Scope of the Assignment33
 - 5.5.1 Geographical Extent of Planning Area33
 - 5.5.2 Mapping Scope33

5.5.3 Planning Scope	33
5.6 Methodology	33
5.7 Expected Outputs of Planning Assignment.....	34
5.7.1 Mapping Outputs.....	34
5.7.2 Spatial /Land Use Plan	34
5.7.3 Transportation Strategy	35
5.7.4 Urbanization Strategy	35
5.7.5 Rural Development Strategy.....	35
5.7.6 Infrastructure and Services Development Strategy	35
5.7.7 Environment Strategy	36
5.7.8 Local Economic Development Strategy.....	36
5.7.9 Implementation Strategy	36
5.7.10 GIS-Based Land Information System.....	36
5.8 Duration of Service	36
5.9 Reporting Requirements and Schedule	36
5.10 Expertise Required.....	37
5.11 Project Management	39
1. Form of Contract.....	44
2. Commencement, Completion, Modification and Termination of Contract	50
3. Obligations of the Consultant	53
4. CONSULTANT'S Personnel	55
5. Obligations of the Client	56
6. Payments to the Consultant.....	56
7. Good Faith.....	57
8. Settlement Of Disputes	57
IV. Appendices	63
Appendix A - Description of Services	63
Appendix B - Reporting Requirements	63
Appendix C - Key Personnel and Sub-Consultants	63
Appendix D - Breakdown of Contract Price in Foreign Currency	64
Appendix E - Breakdown of Contract Price in Local Currency.....	64
Appendix F - Services and Facilities Provided by the Client.....	64
Appendix G - Form of Advance Payments Guarantee.....	64

SECTION 1. LETTER OF INVITATION

Ref. N°

DATE:

To:

Dear Sir/Madam,

1. Baringo County Government now invites proposals to provide the following consulting services:
PROVISION OF CONSULTANCY SERVICES FOR Preparation of Baringo County Spatial Plan (CSP) more details on the services are provided in the Terms of Reference.

2. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

S/No.	Lead Firm	Associated Firms	Address	Country

It is not permissible to transfer this invitation to any other firm.

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

4. 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

5. Please inform us in writing at the following address;

**County Secretary
Baringo County Government
P. O. Box 53
Kabarnet**

upon receipt:

(a) that you received the Letter of Invitation; and

(b) whether you will submit a proposal alone or in association.

The Proposal must be delivered or submitted to the address below **Tuesday ,May 03, 2016 at 12.00 pm (East African Time)** using one of the following modalities:

- a. depositing in the Tender Box located at the County Government Treasury Office, Kabarnet Town or
- b. Sending by National Courier to the County Secretary, Baringo County Government, P.O. Box 53 Kabarnet. For Bids that will be deposited in the Tender Box and to be sent by courier as described above, the packages should be clearly marked "**Consultancy Services for the Preparation of Baringo County Spatial Plan: Tender No. BRCG/TNR/333/2015-2016**"

Bulky documents that cannot fit in the Tender Box may be deposited with the confidential registry (The County Chain Supply Manager, Baringo County) and clearly marked '**Do not open before Tuesday ,May 03, 2016 at 12.00 pm (East African Time)**'.

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions	<ol style="list-style-type: none">(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) "IFP" (Section 1 of the RFP) means the Invitation for Proposal being sent by the Client to the
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	<p>shortlisted Consultants.</p> <p>(i) "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 Government's country.</p> <p>(j) "Proposal" means the Technical Proposal and the Financial Proposal.</p> <p>(k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(l) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.</p> <p>(m) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.</p> <p>(o) "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.</p>
1. Introduction	<p>1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those who will submit their proposal, in accordance with the method of selection specified in the Data Sheet</p>
	<p>1.2 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.</p>
	<p>1.3 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.</p>
	<p>1.4 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.</p> <p>1.5 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.</p>
Conflict of Interest	<p>1.6 The County requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other</p>

	<p>assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.6.1 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.</p>
Fraud and Corruption	<p>1.7.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p> <p>1.7.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>1.7.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya</p>
Only one Proposal	<p>1.8 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.</p>
Proposal Validity	<p>1.9 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.</p>
2. Clarification and Amendment of RFP Documents	<p>2.1 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.</p> <p>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</p>
3. Preparation of Proposals	<p>3.1 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.</p>
	<p>3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents</p>

	comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
	<p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p>(a) 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.</p> <p>(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.</p> <p>(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p>
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.
Technical Proposal Format and Content	3.4 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 paras 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.
	<p>(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.</p> <p>(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.</p> <p>(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of</p>

	<p>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).</p> <ul style="list-style-type: none"> (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. <p>3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.</p>
Financial Proposals	<p>3.6 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.</p>
Taxes	<p>3.7 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</p>

	<p>at contract negotiations, and applicable amounts will be included in the Contract.</p> <p>3.8 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.</p> <p>3.9 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.</p>
<p>4.Submission, Receipt, and Opening of Proposals</p>	<p>4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 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.</p> <p>4.2 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 signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly</p>
	<p>marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE <i>[insert the time and date of the submission deadline indicated in the Data Sheet]</i>". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and 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. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>

<p>5.Proposal Evaluation</p>	<p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its 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.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<p>Evaluation of Technical Proposals</p>	<p>5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (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.</p>
<p>Financial Proposals for QBS</p>	<p>5.3 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.</p>
<p>Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)</p>	<p>5.4 After the technical evaluation is completed and the Bank 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 be returned unopened 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.</p>
	<p>5.5 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 Bank.</p> <p>5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers 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.</p>

	<p>5.7 In case of QCBS, 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.</p> <p>5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.</p>
6. Negotiations	6.1 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.
Technical negotiations	6.2 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.
Financial negotiations	6.3 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.
Availability of Professional staff/experts	6.4 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.

Conclusion of the negotiations	6.5 Negotiations will conclude with a review of the draft 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.
7.Award of Contract	<p>7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.</p> <p>7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>To qualify for contract awards, the tenderer shall have the following:</p> <ul style="list-style-type: none"> i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured. i. Legal capacity to enter into a contract for procurement i. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. i. Shall not be debarred from participating in public procurement.
8. Confidentiality	8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: Baringo County Government, Department of Lands, Housing and Urban Development</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 2006)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes but in separate parcels</p> <p>Name of the assignment is: Consultancy Services for the preparation of Baringo County Spatial Plan: Tender No BRCG/TNR/333/2015-2016</p>
1.3	<p>A pre-proposal conference will not be held.</p> <p>Clarifications may be requested and the request received not later than 7 (seven) days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Chief Officer Department of Lands, Housing and Urban Development Baringo County Government</p>

	P. O. Box 53-30400 KABARNET
1.4	The Client will provide the following inputs and facilities: avail relevant project data and reports where applicable provide relevant liaison with county government departments
1.6.1 (a)	The Client envisages the need for continuity for downstream work: Yes
1.14	Proposals must remain valid 90 days after the submission date.
2.1	The Client's representative is:
	Chief Officer Department of Lands, Housing and Urban Development Baringo County Government P. O. Box 53 KABARNET
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes
3.3 (b)	The estimated number of professional staff-months required for the assignment is: Not more than 12 months
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: Yes
3.6	List the applicable Reimbursable expenses in foreign and in local currency. (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 Kenya for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) other allowances where applicable and provisional or fixed sums (if any); and (6) cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to

	<p>local taxation: Yes</p> <p>If affirmative, the Client will reimburse the Consultant for any such taxes paid by the Consultant: No</p> <p><i>The consultant shall be required to pay all local 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>
3.8	Consultant to state local cost in the national currency: Yes.
4.3	<p>Consultants must submit original and one (1) copy of the Technical Proposal, and the original of the Financial Proposal all in sealed envelopes clearly marked and addressed to the County Secretary at the address given under paragraph reference 4.5 below.</p> <p>Baringo County Government P. O. Box 53-30400 KABARNET</p>
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p><u>Points</u></p> <p>(i) (i) Specific experience of the Consultants relevant to the assignment: [10]</p> <p>(ii) (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology [20] b) Work plan [5] c) Organization and staffing [5]</p> <p style="text-align: right;">Total points for criterion (ii): [30]</p> <p>(ii) (iii) Key professional staff qualifications and competence for the assignment:</p> <p>Registered and Practicing Physical Planner/Team Leader (10 marks)</p> <ul style="list-style-type: none"> • Masters degree in urban and regional planning with at least 10 years relevant professional experience in physical planning <p>7 Physical Planners (7 marks)</p> <ul style="list-style-type: none"> • Must be a registered and practicing physical planner • Knowledge of and working experience in the East African region. • Knowledge of and working experience in the Kenya • Working experience in North Rift, Northern Kenya and Baringo in particular is an added advantage <ul style="list-style-type: none"> • Degree in urban and regional planning with at least 7 years working experience in physical planning • Must be a registered and practicing physical planner <p>Licensed Land Surveyor (5 marks)</p> <ul style="list-style-type: none"> • Licensed and practicing land surveyor; • Registered with relevant board.

	<ul style="list-style-type: none"> • A degree in land surveying and photogrammetry with at least 10 years relevant experience in digital mapping and GIS and land information systems <p>2 Land Surveyors (4 marks)</p> <ul style="list-style-type: none"> • A degree in land surveying and photogrammetry with at least 7 years relevant experience in digital mapping and GIS and land information systems. <p>Digital Mapping Expert (4 marks)</p> <ul style="list-style-type: none"> • Degree in land surveying and photogrammetry with at least seven (7) years relevant experience in digital mapping and GIS and Land Information System. <p>Environmental/Natural Resource Expert (4 marks)</p> <ul style="list-style-type: none"> • Advanced degree in environmental planning and management with 7 years experience in urban development projects, natural resources planning and development (forestry, wildlife etc) <p>Economist (4 marks)</p> <ul style="list-style-type: none"> • Advanced degree in economics/statistics/ development studies with 10 years experience <p>Civil Engineer (4 marks)</p> <p>Ñ Advanced degree in civil engineering with 10 years experience</p> <p>Sociologist /Community Development Specialist (4 marks)</p> <ul style="list-style-type: none"> • Advanced degree in sociology or community development with 7 years experience <p>Transport Engineer/Planner Specialist (4 marks)</p> <ul style="list-style-type: none"> • Degree on transport engineering/planning with 10 years experience <p>Livestock Specialist (4 marks)</p> <p>Ñ Degree in agriculture, livestock or range management with 7 years experience.</p> <p>Architect (3 marks)</p> <ul style="list-style-type: none"> • Degree in architecture or urban design with 10 years experience <p>Land Valuer/Economist (3 marks)</p> <ul style="list-style-type: none"> • Degree in land development/valuation with 7 years experience <p style="text-align: right;">Total points for criterion (iii): [60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 5%;">1)</td> <td style="width: 85%;">General qualifications</td> <td style="width: 10%; text-align: right;">[30%]</td> </tr> <tr> <td>2)</td> <td>Adequacy for the assignment</td> <td style="text-align: right;">[60%]</td> </tr> <tr> <td>3)</td> <td>Experience</td> <td style="text-align: right;">[10%]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total weight:</td> <td style="text-align: right;">100</td> </tr> </table>	1)	General qualifications	[30%]	2)	Adequacy for the assignment	[60%]	3)	Experience	[10%]	Total weight:		100
1)	General qualifications	[30%]											
2)	Adequacy for the assignment	[60%]											
3)	Experience	[10%]											
Total weight:		100											
	The minimum technical score (St) required to pass is: 70 Points												
5.2 (b)	Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals are: NA												

5.3	<p>The single currency for price conversions is: Kenya Shillings</p> <p>The source of official selling rates is: Central Bank of Kenya</p> <p>The date of exchange rates is: the date of technical Proposal submission.</p>
5.4	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.8, and F = 0.2</p>
5.5	<p>Expected date for commencement of consulting services</p> <p>.....</p>

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

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

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

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

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 1.12 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 you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in Kshs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total № of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Kshs):
Start date (month/year): Completion date (month/year):	№ of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions

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 (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities to Be Provided By the Client

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan

(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) Technical 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 proposed technical support and staff.]*

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: _____

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **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]:

From [Year]: ___ To [Year]: _____

Employer: _____

Positions held: _

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
<p>[List all tasks to be performed under this assignment]</p>	<p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

13. 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 or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home] [Field]																
2																		
3																		
n																		
													Subtotal					
Local																		
1		[Home] [Field]																
2																		
n																		
													Subtotal					
													Total					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

■ Full time input

SECTION 4: FINANCIAL PROPOSAL SUBMISSION FORM

Notes on preparation of Financial Proposal

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.

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.

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.

- i. 4A. Financial Proposal Submission Form
- ii. 4B. Summary of costs
- iii. 4C. Supervision PC sums
- iv. 4D. Breakdown of price per activity
- v. 4E. Breakdown of remuneration per activity

4a. Financial Proposal Submission Form

Date.....

County Secretary

Baringo County Government

P.O. Box 53-30400

KABARNET

Dear, sir:

We, the undersigned, offer to prepare the **Baringo County Spatial Plan: Contract No: BRCG/TNR/333/2015-2016 for Baringo County**. In accordance with your Request for Proposal dated [Date.....] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of Kshs.

.....
.....[Amount in words and figures]. This amount is inclusive of the taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date.....].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

4b: Summary of Costs

Costs	Kenya shillings (Kshs.)	Amount(s)
Subtotal (4C + 4D + 4E exclusive of taxes)		
Add 16% Tax		
Total Amount of Financial Proposal		

4C: Supervision PC Sums and Workshops.

Activity No:				Activity Name	
No	Description	Unit	Quantity	Unit Price	Total Amount
1	Provide for : Expenses for Stakeholder meetings including venue hire, water, tea, lunch & materials of invited participants and reimbursement of Kshs. 500 for transport per head.	Kshs			quote
2	a) Project Manager's Team, technical supervision and administrative costs for entire contract period (i.e. Project Manager, Planners, Surveyors, economic planners and 2 liaison officers from NLC @ Kshs.7,000 for 15 working days distributed within the entire project period)	PC SUM	15		1,470,000

3	4no. of days accommodation and transportation costs for 20 number of House Committee and County technical staff exclusive of meals and venue cost within the project area @ Kshs. 8,000	No.	4	PC Sum	640,000
3	Provide for: 1. Fuel for entire project period)	PC SUM			Quote
4	Inception Report Validation	Pc sum	1		Quote
5	Plan advertisements				quote
	Sub Total of 4C				

NB: These are reimbursable expenses

4d. Breakdown of Price per Activity

Activity No: _____	Activity Name: _____	Unit cost in Kenya shillings (Kshs)	Description: _____
Price Component	Kenya shillings (Kshs.)		Amount(s) in Kenya shillings (Kshs.)
Travel and Accommodation			
Hire of office			
Satellite Imageries and Digitization			
Miscellaneous Expenses			
Subtotal 4D			

4e. 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				
Sub-total 4E				

All costs shall be lump sum

SECTION 5: TERMS OF REFERENCE

5.1 Background

The County Government Act, 2012 requires that all county governments prepare and implement County Spatial Development plans. The County Spatial Development Plans are ten year plans that are implemented through annual budgetary allocations by the county governments.

The County Governments are responsible for the coordination of preparation of the County Spatial Development Plan (CSDP) and have to involve other stakeholders in the county who impact on and /or benefit from development in the county. Once the CSDP is prepared and adopted, all county planning and projects should be guided by the CSDP. All other government departments working in the respective county should derive their strategies and projects from the CSDP when making the sectoral plans. The County Government of Baringo desires to prepare a CSDP for the area of jurisdiction in order to fulfill the legal requirement but also to guide development of the County for the next 10 years.

Preparation of the County Spatial Development Plan shall be guided by the following principles:

- i. Integrate national values in all processes and concepts;
- ii. Protect the right to self-fulfillment within the county communities and with responsibility to future generations;
- iii. Protect and integrate rights and interest of minorities and marginalized groups and communities;
- iv. Protect and develop natural resources in a manner that aligns national and county government policies;
- v. Align county financial and institutional resources to agreed policy objectives and programmes;
- vi. Engender effective resource mobilization for sustainable development;
- vii. Promote the pursuit of equity in resource allocation within the county;
- viii. Provide a platform for unifying planning, budgeting, financing, programme implementation and performance review, and
- ix. Serve as a basis for engagement between county government and the citizenry, other stakeholders and interest groups.

The County Spatial Development Plan will fulfill the following general objectives:

- i. ensure harmony between national, county and sub-county spatial planning requirements;

- ii. facilitate the development of a well-balanced system of settlements and ensure productive use of scarce land, water and other resources for economic, social, ecological and other functions across a county;
- iii. maintain a viable system of green and open spaces for a functioning eco-system;
- iv. harmonize the development of county communication system, infrastructure and related services;
- v. develop urban and rural areas as integrated areas of economic and social activity;
- vi. provide the preconditions for integrating under-developed and marginalized areas to bring them to the level generally enjoyed by the rest of the county;
- vii. protect the historical and cultural heritage, artifacts and sites within the county; and
- viii. make reservations for public security and other critical national infrastructure and other utilities and services;
- ix. work towards the achievement and maintenance of a tree cover of at least ten per cent of the land area of Kenya as provided in Article 69 of the Constitution; and
- x. develop the human resource capacity of the county

5.2 Statement of Need

In spite of diversity of natural resources (minerals, water, wildlife, climate, land and culture) Baringo County faces a number of development challenges including: high poverty levels; inadequate energy and support infrastructure for industrial development; low productivity and value addition in agriculture and rural development; inadequate health, education and recreational services; lack of land information management system; undeveloped road network; low levels of access to portable water and low levels of urban development.

This calls for a County Spatial Development Plan to:

- i. Assess the available resources, their level of utilization and potential;
- ii. Indicate infrastructure and services level and distribution and enable the County Government prioritize investments in infrastructure development;
- iii. Provide strategic guidance in respect of the location and nature of development within the county;
- iv. Set out basic guidelines for land use management system in the county taking into account any guidelines, regulations or laws as provided for under Article 67(2) (h) of the Constitution;
- v. Set out a capital investment framework for the county's development programs;

- vi. Undertake a strategic assessment of the environmental impact of the spatial development framework;
- vii. Identify programs and projects for the development of land within the county;
- viii. Provide a framework for coordinating County development programmes and strategies so as to avoid duplication of projects and wastage in use of both financial and human resources
- ix. Form the basis for preparing sectoral programmes and projects
- x. Identify areas where strategic intervention is required
- xi. Indicate areas where priority spending is required
- xii. Form the basis for seeking donor funding and public/private partnership in development of the county

The process of preparing a County Spatial Development Plan has to be participatory, strategic and evidenced based. To undertake this critical exercise, the County Government of Baringo requires a multi-disciplinary and multi-sectoral planning team coordinated by an urban and regional planner.

5.3 Goal of the Project

The goal of the project is to prepare a County Spatial Development Plan to cover the area of the entire Baringo County to guide development for a period of ten years and facilitate the transformation of the lives of the citizens of the county through: interpreting national and regional policies, guiding use of land, integrating sectoral policies and providing policies on which to anchor lower level plans.

5.4 Specific Objectives

The specific objectives of the project are to:

- i. Provide an overall spatial framework for the county to guide development
- ii. Interpret and localize strategic National and regional policies and strategies.
- iii. Develop a GIS-based land information system to guide land administration and management
- iv. Guide rural development and settlement.
- v. Provide a basis for efficient and effective delivery of infrastructure and services.
- vi. To identify the vital natural resources within the county, analyze the level of utilization and propose innovative strategies to enhance their utilization and sustainable management
- vii. Identify opportunities for job creation and employment
- viii. Provide a framework for revitalizing industries, trade and commerce to spur economic development.

- ix. Formulate strategies for improving transport and communication networks and linkages.
- x. Develop strategies to realize a system of urban centers for sustainable urban development
- xi. Identify the regions' environmental concerns and propose protection and conservation measures

5.5 Scope of the Assignment

5.5.1 Geographical Extent of Planning Area

Baringo is one of the 47 counties in Kenya. It is situated in the Rift Valley region. It borders Turkana and Samburu counties to the north, Laikipia to the east, Nakuru and Kericho to the south, Uasin Gishu to the southwest, and Elgeyo-Marakwet and West Pokot to the west. It is located between longitudes 35 30' and 36 30' East and between latitudes 0 10' South and 1 40'. The Equator cuts across the county at the southern part. Baringo covers an area of 11,015.3 sq km of which 165 sq km is covered by surface water- Lake Baringo, Lake Bogoria and Lake Kamnarok.

Baringo County is divided into six sub-counties; Baringo South, Baringo North, Baringo central, Mogotio, Eldama Ravine and Tiaty. The CSP will be prepared in two phases.

The phase one which covers Baringo Central, Eldama Ravine and Baringo South sub-counties has been covered up to data/situational analysis, awaiting plan formulation process. The phase two of the CSP will cover 3 sub-counties of Baringo North, Mogotio and Tiaty.

5.5.2 Mapping Scope

To support the spatial plan preparation and plan implementation processes, there is urgent need for the preparation of up to date interactive digital topographical maps with cadastral layers for the county. The mapping tasks include:

1. Mapping of the whole planning area
2. Training and transfer of technology to staff of the Planning department.

5.5.3 Planning Scope

The planning assignment should be participatory and entail the elements including:

- i. A situational analysis of the current socio-economic, infrastructure, institutional and social infrastructure, physical, environmental and cultural characteristics of the county
- ii. Preparation of land use framework indicating detailed land uses and zoning regulations (code), based on the newly updated digital topographical maps.
- iii. Sector strategies including transportation, environmental management, disaster management and cultural heritage preservation plan.

5.6 Methodology

The process will involve the collection, Interpretation, arrangement, combination and presentation of information in a user friendly form.

The proposal should describe in detail the discrete activities, methods, and techniques to be used in each stage of the work, and include examples of the methods and techniques.

The consultant will include, but will not limit himself to the following points in the presentation of their method of approach.

1. Provide an indication of the local professional expertise to be used in the exercise and how they will be deployed at each stage of the programme of work.
2. Provide an indication of how information and insights will be gathered from various parties, particularly where there may initially be some reticence or reservation.
3. Provide an indication of how the physical presence will be established in the County throughout the duration of the study and how the essential project support services will be provided (e.g., translation, communication. Local travel, local office facilities, etc.)
4. Provide an indication, from the consultant's experience in developing countries and elsewhere, of what obstacles may be encountered that may impede the successful completion of this job and how the consultant will overcome these obstacles.
5. Provide an indication of the type of assistance that may be sought from the county/national government County authorities and other stakeholders (eg. Ministry at County/national government level and relevant third parties).
6. Provide an indication of methodologies that ensure community participation and public awareness.

All working sessions will be conducted in English or Kiswahili or a combination of both.

5.7 Expected Outputs of Planning Assignment

The expected deliverables of the project are:

5.7.1 Mapping Outputs

- i. Digital cadastral maps
- ii. Digital map mapped on separated layers and down loaded in two CD- ROMs for the whole mapping area in a format to be advised by the employer. The data should be in both shapefile and CAD format

5.7.2 Spatial /Land Use Plan

- i. Indicating broad land uses, transportation connectivity, existing and proposed infrastructure facilities and areas of economic activities and to form a basis to present strategies, actions and measures.

- ii. Assign land uses and describe policies and standards to regulate and guide the use of land in each category of land use. This will be done by applying various land use standards and principles to ensure harmony and equity.

5.7.3 Transportation Strategy

Inter-county and intra-county transportation system that will:

- i. Maximize economic growth
- ii. Emphasize connectivity and accessibility
- iii. Ensure environmental sensitivity and sustainability
- iv. Integrate land use and transportation planning efforts
- v. Increase viable, affordable travel choices for people and goods.
- vi. Move people efficiently and cost-effectively among diverse destinations.
- vii. Improve access for all people regardless of age, ability or income.
- viii. Promote local economies without compromising other core values.
- ix. Integrate non-motorized transportation designs into transportation solutions.

5.7.4 Urbanization Strategy

- i. Analysis of urbanization trends and patterns
- ii. Propose appropriate system of urban centers
- iii. Propose and assign roles and functions to the hierarchy of urban centers

5.7.5 Rural Development Strategy

- i. Agriculture and land delivery
- ii. Settlement patterns and trends
- iii. Social services and infrastructure
- iv. Alternative employment and income generation
- v. Environment and natural resources

5.7.6 Infrastructure and Services Development Strategy

- i. Distribution and adequacy
- ii. Quality and projected needs and requirements

5.7.7 Environment Strategy

- i. The plan should set out the planning framework for protection of the environment

5.7.8 Local Economic Development Strategy

- i. The priority economic sector development

5.7.9 Implementation Strategy

- i. The institutional structure
- ii. Financing strategy
- iii. Monitoring and evaluation
- iv. Plan review

5.7.10 GIS-Based Land Information System

These will be presented in the GIS format and a written statement consisting of development policies, strategies, and actions/measures; and graphical illustrations (maps, diagrams and models).

5.8 Duration of Service

The time period required for the provision of the services is envisaged to be not more than twelve (12) months.

5.9 Reporting Requirements and Schedule

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.

A tentative schedule of deliverables is delineated below. However, in their detailed proposals the consultants should provide dates that they can meet; reasonable adjustments will be accommodated.

Reports	Target Date
1. Inception Report	4 weeks after contract effective date
2. Launch and situational analysis workshop reports (to be completed with and verified by the Client)	6 weeks after effective date
3. Preliminary Maps including the following: Satellite imagery/ aerial photography that is geo-referenced and rectified, in both hard and soft copy. Ground control points, approved by Director of	10 weeks after effective date

<p>Surveys.</p> <p>Cadastral layer of the registered land parcels.</p> <p>An inventory of all physical and social infrastructure</p>	
4. Validation workshops report for (3) above (to be completed with and verified by the Client)	12 weeks after effective date
5. Final maps and thematic studies (refer to 3)	16 weeks after effective date
1. Draft CSP proposal including: <p>Structure plan Action area plans Planning policies and regulations</p>	24 weeks after effective date
7.0 Validation workshop report for the CSP proposals (to be completed with and verified by the Client)	32 weeks after effective date
8.0 Draft Capital Investment Plan.	36 weeks after effective date
9.0 Coloured (hard copies and digital) for the final CSP	40 weeks after effective date
10. Workshop report for final CSP and Capital Investment Plan (to be completed with and verified by the Client)	Propose
11. CSP Plan and Report presenting the different plans mentioned above	Propose
12. Official launch of approved CSP plan	Propose

5.10 Expertise Required

The consultant will be expected to retain the staff that will have been negotiated to be included in the team. Details of the staff/qualification and experience are included in Section 5.2(a) (iii) of the Data Sheet.

Profiles of the key experts to be provided by the consultants for this study are as suggested as follows:

Profession	Number	Minimum Qualification	Duty
Registered and Practicing Urban Planner/Team Leader	1	<ul style="list-style-type: none"> • Masters degree in urban and regional planning with at least 10 years relevant professional experience in physical planning • Knowledge of and working experience in the East African region. • Must be a registered and practicing town planner 	<p>Team leader</p> <p>Overall coordination of project</p> <p>Preparation of CSDP plan</p>
Physical Planner	5	<ul style="list-style-type: none"> • Degree in urban and regional planning with at least 7 years working experience in a city planning • Must be a registered and practicing town planner 	Assistant to the team leader
Licensed Land Surveyor	1	<ul style="list-style-type: none"> • Licensed and practicing land surveyor; registered with relevant board. • A degree in land surveying and photogrammetry with at least 10 years relevant experience in digital mapping and GIS and land information systems 	<p>Deputy Team leader and Head of mapping team,</p> <p>Provision of controls, cadastral layer preparation and verification, GIS.</p>
Land Surveyors	2	<ul style="list-style-type: none"> • A degree in land surveying and photogrammetry with at least 7 years relevant experience in digital mapping and GIS and land information systems. 	Assistant to Licensed surveyor
Digital Mapping Expert	1	<ul style="list-style-type: none"> • Degree in land surveying and photogrammetry with at least seven (7) years relevant experience in digital mapping and GIS and Land Information System. 	Mapping, provision of controls, cadastral layer preparation and verification, GIS
Environmental/Natural Resource Expert	1	<ul style="list-style-type: none"> • Advanced degree in environmental planning and management with 7 years experience in urban development projects, natural resources planning and development (forestry, wildlife etc). 	Prepare environmental and natural resources plans
Economist	1	<ul style="list-style-type: none"> • Advanced degree in economics/statistics/development studies with 10 years experience 	Prepare Economic development plans
Civil Engineer	1	<ul style="list-style-type: none"> • Advanced degree in civil engineering with 10 years experience 	Prepare utilities plans

Sociologist Community Development Specialist	1	<ul style="list-style-type: none"> Advanced degree in sociology or community development with 7 years experience 	<p>Conduct social/cultural household survey.</p> <p>Organize public participation meeting.</p>
Infrastructure Engineer/Planner Specialist	1	<ul style="list-style-type: none"> Advanced degree in the built urban environment with 10 years relevant experience in a city. 	Prepare infrastructure capital investment plans
Transport Engineer/Planner Specialist	1	<ul style="list-style-type: none"> Degree on transport engineering/planning with 10 years experience 	Prepare transport plans
Architect/Urban Designer	1	<ul style="list-style-type: none"> Degree in architecture or urban design with 10 years experience 	Prepare urban design models
Agriculture/Livestock Specialist	1	<ul style="list-style-type: none"> Degree in agriculture, livestock or range management with 7 years experience. 	Conduct farming and livestock survey
Land Value/Economist	1	<ul style="list-style-type: none"> Degree in land development/valuation with 7 years experience 	Advise on valuation Roll and property rating.

Key professional are expected to work closely with county staff during the execution of the assignment and there should be evidence of capacity building, institutional strengthening, and technology transfer.

5.11 Project Management

The preparation of the plan is being undertaken as part of partnership effort among a number of institutions. These institutions are;

- i. The County Government of Baringo through Department of Lands, Housing and Urban Development
- ii. Relevant national ministries/departments/agencies.
- iii. The participating town authority/committee.

5.11.1 County Government Baringo through Department of Lands, Housing and Urban Development

The county government will be involved in daily managing the consultancy work. In terms of performance and deliverables, the consultant team will carry out the assignment under the direction of, and report to, the county government. The county will appoint a supervision team. Team members will include physical planners, land surveyors, engineers, architects, economists and other relevant staff. They county will coordinate and chair the project steering committee, and provide logistical support and administrative services needed by the project team and consultant. The county will also supply required existing documents, reports and support resources to their project team. The county authority will prove and accept the final plan through county assembly resolution.

The department will avail any support material and documents for the project under its custody. The department will also provide overall policy framework and quality control during the strategic structure plan and map preparation process. The department and other government agencies will also provide any support material and documents for the project under its custody.

5.10.2 Obligation of the Consultant

The consultant firm shall be responsible for provision of all equipment and services required for the fulfillment of its obligations under the contract. These include computers and other IT equipment, transportation, communications, accommodation, insurance, utilities, and any other required resources.

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

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

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]

II. General Conditions of Contract

1. *GENERAL PROVISIONS*

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in 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.
- (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 Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties 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:
- "corrupt practice"¹ 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"² 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"³ 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"⁴ 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 Bank 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

¹ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes county staff and employees of other organizations taking or reviewing procurement decisions.

² 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.

³ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A "party" refers to a participant in the selection process or contract execution.

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 Clause 3.6.

- (i) "corrupt practice"⁵ 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"⁶ 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"⁷ 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"⁸ 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 Bank 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 Clause 3.6.
- (vi) will cancel the contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant 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;

1.9.2 Measures to be Taken

⁵ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes county staff and employees of other organizations taking or reviewing procurement decisions.

⁶ 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.

⁷ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ A "party" refers to a participant in the selection process or contract execution.

- 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 or 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.

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 bankrupt.
- (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*

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

Project

Consultant's Services for the preparation or implementation of the project.

- 3.2.3 *Prohibition of Conflicting Activities* 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 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 Service
- 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 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.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The words "in the Government's country" are amended to read "in Kenya
1.3	The language is English .
1.4	<p>The addresses are:</p> <p>THE COUNTY SECRETARY</p> <p>BARINGO COUNTY GOVERNMENT</p> <p>P P.O. BOX 53 KABARNET, KENYA</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

<p>{1.6}</p>	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p>Note: <i>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>1.7</p>	<p>The Authorized Representatives are:</p> <p>For the Client: Chief Officer Lands, Housing and Urban Dev.</p> <p>For the Consultant: _____</p>
<p>1.8</p>	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall not be 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>(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>2.2</p>	<p>The date for the commencement of Services is from</p>
<p>2.3</p>	<p>The time period shall be twelve (12) months.</p>

3.4	<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 - shall</p>
	<p>be in accordance with the applicable law;</p> <p>(b) Third Party liability insurance, with a minimum coverage of - shall be in accordance with the applicable law</p> <p>(c) professional liability insurance, with a minimum coverage of Contract Price;</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>
3.7 (b)	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
5.1	<p>The Client shall seek from Treasury exemption from payment of output VAT</p>
6.2(a)	<p>The amount in foreign currency or currencies is <i>[amount to be inserted]</i>.</p>
6.2(b)	<p>The amount in local currency is <i>[amount to be inserted]</i>.</p>

<p>6.4</p>	<p>The accounts are: for foreign currency or currencies: <i>[account to be inserted]</i> for local currency: <i>[account to be inserted]</i> Payments shall be made according to the following schedule:</p> <p>(b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.</p> <p>(c) Twenty-five (30) percent of the lump-sum amount shall be paid upon submission of the situational report and submission of the draft plan</p> <p>(e) Twenty (25) percent of the lump-sum amount shall be paid upon submission and approval of the final spatial planning report and the spatial plan. Also, to be considered is the submission of the other materials entailed in this contract.</p>
	<p>(f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.</p>
<p>6.5</p>	<p>The interest rate is: Foreign Currency: LIBOR + 1%</p> <p>Local Currency: the prevailing mean interest rate as given by Central Bank of Kenya</p>

IV. Appendices

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

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.

Bank Guarantee for Advance Payment

_____ [Bank'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 Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)⁹ 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 Bank]*.

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____,¹⁰ 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.

⁹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

¹⁰ Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."