ORGANIZATION: **CM ADVOCATES LLP**

DEPARTMENT: **COMMERCIAL**

DOCUMENT**: CONSORTIUM AGREEMENT**

**Notes:**

1. This precedent is intended to act as a guide in drafting the Consortium Agreement. It may be modified or amended as need may be.
2. This template is applicable in case of a consortium agreement , where parties come together and agree to work together to perform a parent contract/ OR Tender.

## **CONSORTIUM** **AGREEMENT**

Dated 2021

**between**

**[PARTY 1]**

**(the “Seller”)**

**and**

**PARTY 2**

**(the “Buyer”)**

**-in respect of-**

**[ ]**

**Drawn By: -**



I&M Bank House, 7th Floor

2ndNgong Avenue

P.O. Box 22588-00505,

**Nairobi.**

[www.cmadvocates.com](http://www.cmadvocates.com)

**CONSORTIUM AGREEMENT**

This Consortium Agreement is dated ………………………. day of …………………………20… by and **BETWEEN**

**Parties**

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **LIMITED,** a Limited liability company incorporated in the Republic of Kenya with under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ - 00200, Nairobi, Kenya (**PARTY 1**) which expression shall where the context so requires include its successors in title and permitted assigns of the one part;

AND

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED**, a limited liability company incorporated in Kenya under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ - 00200, Nairobi, Kenya, hereinafter referred to as the (**PARTY 2**) which expression shall where the context so requires, include its successors in title and permitted assigns of the other part.

As the context may require“PARTY 1” and “PARTY 2”and are hereinafter collectively referred to as “Parties” and individually as “Party”.

**WHEREAS**;

1. The **MAIN CONTRACTION COMPANY** (the “Customer”) has issued a Request for Proposal for a Tender for the “**(DESCRIBE THE TENDER)**;
2. The ability of the Parties to respond to this Enquiry and to obtain contracts resulting therefrom will necessitate the disclosure by each Party to the other of its Proprietary Information;
3. The Parties are willing to make their Proprietary Information available to the other Party for the limited purpose of responding to the RFP and obtaining contract(s) resulting therefrom;
4. Each of the Parties is willing to accept the Proprietary Information from the other Party in confidence for use solely and exclusively in connection with responding to the RFP and obtaining contract(s) resulting therefrom, in accordance with the terms and conditions of this Agreement and any Non-Disclosure Agreement the Parties have entered into;
5. because of each Party’s unique capabilities, the Parties have determined that they would benefit from a team arrangement in order to develop the optimal approach to responding to the Enquiry;
6. the Parties recognize the efficiency of teaming together and therefore wish to team together for the purpose of competitively responding to the Enquiry and obtaining contract(s) resulting therefrom;
7. the Parties wish to establish a Consortium in the form of a prime contractor/subcontractor relationship pursuant to which **THE FIRST PARTY** will act as the prime contractor (hereinafter referred to as “the Prime”) on behalf of the team, and **THE SECOND PARTY** will act as a Sub Contractor within the Consortium (hereinafter referred to as “the Subcontractor”);
8. each Party possesses and will devote adequate skilled personnel, capital equipment, facilities and other resources to satisfactorily support the objectives of this Agreement in a timely manner;
9. the Parties wish to enter into this Agreement to set forth more fully the terms and conditions pursuant to which the Parties will, as a team, respond to the Enquiry and obtain any contract(s) resulting therefrom; and
10. the Parties have agreed to the respective responsibilities of work to be performed by the Prime and Subcontractor on the Procurement (as defined below), as set forth in the Statement of Work attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the foregoing, and in reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. The terms set forth herein are defined as follows:
   1. “**The Procurement**” means the entire process pursuant to which the Customer selects and processes, whether by purchase, lease, license or any other means, the acquisition of the goods and/or services described in the Tender, including but not limited to any and all pre-proposal activity, the submission of proposals, the conduct of benchmarks (if any), negotiations, clarifications and/or discussions (if any) with respect to any contracts resulting therefrom, and the award of any such contracts; and
   2. **Proprietary Information**” shall have the same meaning as set forth in any separate Non-Disclosure Agreement between the parties.
   3. **“Customer**” means **(INSERT THE CUSTOMER COMPANY)**
   4. **Business Day**: a day other than a Saturday, Sunday or public holiday in Kenya, when Banks in Kenya are open for business.
   5. **Delivery Date**: [the date of this agreement **OR** the date set out in Schedule 1].
   6. [**Documentation**: all documents [, plans] [, drawings] [, service documents] [, user manuals] [and operating manuals] relating to the Asset.]
   7. **Intellectual Property Rights**: patents, utility models, rights to inventions, copyright related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
   8. **VAT**: value added tax or any equivalent tax chargeable in the Kenya.
2. Each Party will work with the other in good faith with the objective of developing a proposal or proposals which will cause the selection of the Prime as a prime contractor for the Procurement and the approval by the Customer of the Subcontractor as the subcontractor for the work assigned to the Subcontractor therein, and each Party shall continue to exert reasonable, good faith efforts toward this objective throughout any and all negotiations concerning a proposed contract or subcontracts which may follow the submission of such proposal or proposals. This requirement includes the furnishing by Subcontractor of sufficient qualified personnel to assist the Prime in preparing proposals and related materials.
3. It is understood that in proposals submitted for the Procurement, the Prime will identify the Subcontractor as a team member, and describe the relationship and respective areas of responsibility of the Parties. Neither Party shall effect any decision(s) and/ or action(s) outside the scope of the execution of its responsibilities in respect to Project without prior discussion and agreement. Any such decision and/or action taken by a Party that is not first agreed between the Parties shall not be binding on the other Party. All partners of the Consortium shall be liable jointly and severally for the execution of the Project (if awarded) in accordance with the Project Contract terms. The Proposal document will be legally binding on all partners.
4. Notwithstanding any other provision herein to the contrary, the Prime reserves the right to add additional team members to the Procurement team, upon prior consultation with the Subcontractor, to assist in performing tasks and areas of work and responsibility thereunder, and take whatever actions it deems reasonably necessary to produce a proposal or proposals that have the greatest likelihood of resulting in the selection of the Prime as the prime contractor for the Procurement. In the event that additional team members are added, the Prime agrees to obtain adequate written protection of the Subcontractor’s Proprietary Information from the new team member(s).
5. The Subcontractor will furnish, for incorporation into any proposal, all proposal materials, information and data pertinent to the work reasonably assigned to the Subcontractor, including but not limited to, manuscripts, art work, and pricing data, as appropriate.
6. The Subcontractor will further furnish a financial proposal to the prime detailing the breakdown of prices offered by the Subcontractor for its scope of work identified in Annexure A. This proposal will also include the financial terms and conditions applicable and confirm that a back to back payment based on receipt of funds by   
   the Prime from the client would be acceptable to the Subcontractor. This financial proposal will be annexed to this teaming agreement as Annexure B. The rates specified by the Subcontractor in its proposal shall be deemed as inclusive of all its overheads, expenditure and profit. As otherwise provided herein or within the contract, the rates quoted by the Subcontractor to the Prime shall remain fixed and firm and shall not be subject to revision or escalation during the duration of the Procurement for any reason whatsoever including but not limited to currency fluctuation, labour price revisions. Any change in price can only be made upon Award during the contract negotiations between the Customer and the Parties. It is agreed that neither Party shall be entitled to recover costs or deduct the amount of such costs from any payment due or that may become due to the Consortium partner(s) under the Tender or this Agreement.
7. All contractual payments due to the Consortium from the Client for the Project shall be paid into the Prime’s bank account. The Sub-contractor shall be entitled to receive such portion of the Project Contract Sum as per its proposal (or a pro-rata amount if a contractual payment received from time to time is less than the total contractual payment due from the Client). The Prime undertakes to sign all bank instructions and authorisations required to ensure that the payments due to the Subcontractors under this clause shall be effected within not more than seven (7) business days after receipt of payment from the Client in accordance with the Project Contract and/or the structure set out in the Tender and after receipt of invoices for the payment. The payments made under this clause to the Sub-contractor shall be inclusive of all taxes (unless withheld by the Client prior to payment) in clear funds without deductions (including taxes or charges) and without the right of set-off. The Sub-contractor shall be responsible for payment of any taxes relating to its proposal, including any income tax or VAT. Any payment made by the Prime to the Sub-contractor after the Seven (7) day period stated above will be subject to interest chargeable at the base lending rate of (**STATE THE BANK TO BE USED)**
8. At the Prime’s reasonable request, the Subcontractor shall make available appropriate management and technical personnel to assist the Prime in any discussions, communications or negotiations with the Customer relating to the Procurement.
9. Each Party shall bear all costs, expenses, risks and liabilities incurred by it arising out of or relating to its obligations, efforts or performance under this Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other during the term of this Agreement. Any cost modification or variation or additional Project implementation cost incurred by the Sub-contractor due to unforeseen special circumstances shall only be made by written agreement between the Parties and shall not be effective until the independent verification of the modified/varied cost. It is agreed that the Parties shall discuss and agree in writing on the costs for any extra services which may be required for the implementation of the Procurement outside the stipulated Procurement scope before the costs are incurred.
10. The liability of either Party to the other for any claims, liabilities, actions or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount of out-of-pocket costs incurred by the other Party under this Agreement which are not otherwise reimbursed either directly or indirectly by the Customer. In no event shall either Party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.
11. The Prime shall have the sole right to decide the form and content of all documents submitted to the Customer. The Prime will make all efforts to ensure that the Subcontractor’s data is accurately and adequately portrayed, and identified as the Subcontractor’s portion. The Prime will afford the Subcontractor the opportunity to review and revised, upon request and at least 48 hours prior to proposal submission, that portion of the proposal that includes the effort to be performed by the Subcontractor.
12. The Prime shall be the primary contact with the Customer concerning the Procurement.
13. Although the Prime is contemplated as the primary interface with the Customer, it is recognized that the Subcontractor may have continuing relations with the Customer and may be the recipient of inquiries concerning the Procurement. Therefore, any communications initiated by the Customer directly with the Subcontractor concerning this Procurement are permissible, provided the Prime is notified promptly of such communications and the substance thereof, but in no event later than one business day after such communication or, where possible, in advance of any such intended communication.
14. In the event the Prime is afforded the opportunity to make presentations, whether orally or in writing, to the Customer concerning the Procurement, the Prime will allow Subcontractor to participate in the presentations, subject to any prohibitions or restrictions that may be imposed by the Customer upon such participation. The Subcontractor agrees to support such presentations, as may be reasonably requested by the Prime, to the extent such presentations relate to the Subcontractor’s area of work as defined in Exhibit A.
15. The parties agree that all activities performed, directly or indirectly, by either party in connection with this Agreement shall be carried out in accordance with all applicable laws, regulations, procedures and policies of Kenya.
16. Any news release, public announcement, advertisement or other form of publicity released or disclosed by either Party concerning this Agreement or any proposals relating thereto, shall be subject to the prior approval of the other Party, which shall not be unreasonably withheld, except that if required or requested by the Customer, this Agreement and the terms thereof may be made known to the Customer. Any such public announcement, release or disclosure shall give due credit to the contribution of each Party.
17. The Parties each will designate one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the Parties’ obligations under this Agreement.
18. In carrying out the terms of this Agreement, it may be necessary for the Parties to provide proprietary and/or confidential information to one another. Each party shall at all times use its reasonable endeavours to keep in strictest confidence and not divulge, communicate or divulge to any person or use for its own purposes or those of any other person any information of a confidential nature made, whether the information is marked as being confidential or would reasonably be required to be kept as confidential, known or acquired by it at any time and relating to the Consortium without the prior written consent of the other party. The obligation of confidentiality shall not apply to:
    1. Information for the time being in the public domain or requested for by the client.
    2. Information that was in the possession of the relevant party prior to the date of this
    3. agreement, where to the best of that party’s knowledge, such information is not in its possession by reason of the breach of any obligation of confidentiality.
    4. To the extent that disclosure is required by law or by any order made by a Court of competent jurisdiction or by a regulatory or other authority provided that the party subject to such requirement, promptly notify the other party that the requirement has arisen and the parties shall take any available action if any to prevent such disclosure.
    5. To the disclosure of information to auditors, bankers, financiers, insurers or professional advisors or any third party who has a legitimate and demonstrable need to know use for such information and who are bound by confidentiality obligations.
    6. To the disclosure of information to the extent reasonably required for the advancement of the business of this Agreement.The obligation of confidentiality contained in the preceding sub clauses shall survive the termination of the agreement and shall continue without time limit.
19. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property including trademarks, trade secrets, inventions, patents, computer software or software documentation of the other Party.
20. This Agreement shall remain in effect until the first of the following shall occur:
    1. A decision by either Party that it does not wish to participate in the Procurement or in any response to the Tender, in any manner, provided that such decision is communicated in writing to the other Party at least 30 days prior to the due date of the initial proposal, offer or quote, or if the proposal is due within less than 30 days, five days following receipt of a request for proposals. In the event of the foregoing, the terminating Party shall be prohibited from responding to the Tender either independently or in conjunction with any other Party.
    2. An official Customer announcement that the Tender has been canceled.
    3. Upon the award of a prime contract for the Tender to a contractor or contractors other than the Prime.
    4. Award of a prime contract to the Prime and a subcontract to the Subcontractor.
    5. One year after the effective date of this Agreement, unless extended in writing by the Parties.
    6. Either Party becomes insolvent, is placed into receivership, becomes the subject of proceedings under the laws relating to bankruptcy, the relief of debtors or assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.
    7. Mutual consent of both parties by execution of a rescission agreement.
21. The termination or expiration of this Agreement shall not supersede or affect the obligations of the Parties with respect to the protection of Proprietary Information, as set forth in any separate Non-Disclosure Agreement between the Parties, which shall survive such termination or expiration and remain in full force and effect.
22. Since this Agreement, and any proposal, offer or quote prepared or generated in connection therewith, requires the full cooperation of the Parties, both Parties agree that they will not in any manner participate in or undertake efforts that are competitive to this Agreement with third parties, nor will they compete for the Procurement or respond to the Tender, independently or in conjunction with any other Party, during the term of this Agreement. The foregoing prohibitions include, but are not limited to, participation in proposal efforts or the interchange of technical data with competitors; provided, however, that the foregoing does not limit or restrict the rights of the Parties in offering to sell or selling to others their standard products or services incidental thereto.
23. All notices, certificates, acknowledgments or other written communications (hereinafter referred to as “Notices”) required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice, designate to the other.

|  |  |
| --- | --- |
| **Prime** | **Subcontractor** |
| **NAME AND ADDRESS OF THE COMPANY** | **NAME AND ADDRESS OF THE COMPANY** |

* + 1. This Agreement is not intended by the Parties to constitute or create a joint venture, limited liability Company, pooling arrangement, partnership, or other formal business organization of any kind, other than a contractor team arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. It is also understood that no division of markets is attempted by this Agreement.

1. This Agreement may not be assigned, novated or otherwise transferred by either Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, novation or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party. The foregoing shall not apply in the event either party shall change its corporation name or merge with another corporation, which corporation shall be bound by the terms of this Agreement.
2. This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both Parties, specifically referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of either Party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed or deemed as a waiver of the right to assert any of the same at any time thereafter.
3. This Agreement, including any and all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof.
4. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
5. To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as “Confidential” or higher, the provisions of all applicable federal laws, statutes and regulations shall apply to this Agreement. The provisions of all applicable security and export control laws, statutes and regulations shall also apply hereto.
6. None of the parties shall, during the term of this Agreement and for a period of (**STATE THE PERIOD AS AGREED BY THE PARTIES)** after termination or expiration, without the advance written consent of the other, actively solicit for employment any person(s) employed by the other who are working on the Procurement contemplated by this Agreement. Further, this provision shall be included in any subcontract issued under any resultant contract. This prohibition is limited to this specific Procurement only. This provision shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law.
7. This Agreement shall be governed by and construed, enforced and interpreted under the laws of Kenya, without regard to its laws relating to conflict or choice of laws.
8. **DISPUTE RESOLUTION**
   1. The parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this agreement. If any such dispute cannot be resolved amicably by way of ordinary negotiations (**STATE A SPECIFIC PERIOD)**, the same shall be referred for mediation and in the event that the dispute cannot be resolved by mediation the parties shall refer the same to arbitration.
   2. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within (----) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.
   3. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
   4. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.
   5. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.
   6. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.
9. **FORCE MAJEURE**
   1. Where any party is rendered unable, wholly or in part, to carry out its obligations hereunder due to any cause or event beyond the reasonable control of and without the fault or negligence of the party concerned (Force Majeure) such as war (whether declared or not), revolution or insurrection, earthquakes and natural catastrophes, acts of a government in its sovereign capacity, blockades or embargos, that party’s duty to perform those obligations affected by Force Majeure shall be suspended for a period equal to the delay directly resulting from the occurrence of such event.
   2. A party so affected shall promptly notify the other party in writing of the Force Majeure with reasonably full particulars including the basis for claim of force majeure.
   3. If any event of force majeure arises, the parties hereto shall use their best efforts to minimize the effect thereof and to find a reasonable solution in mutual consultation.
10. **GENERAL**
    1. No failure or delay to exercise any power, right or remedy by a Party shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
    2. The rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
    3. The Parties intend that the contents of this Agreement shall be legally binding and enforceable.
    4. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
    5. No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.
    6. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.
    7. This Agreement constitutes the whole Agreement between the parties hereto in relation to the subject matter of this Agreement and no variations thereof shall be effective unless made in writing and signed by all the parties. This Agreement supersedes and replaces any Agreement whatsoever that may have subsisted between the parties hereto in any way relating to the subject matter.
    8. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby agree to submit to the jurisdiction of the Kenyan courts.
    9. Each of the parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) and the Companies Act that it has executed this Agreement with the intention to bind itself to the contents hereof.

**IN WITNESS** **WHEREOF** this Agreement has been duly executed the year and date first hereinabove written:

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] …………………….

]

**In the presence of** ]

]

**Witness** ] Signature: …………………………….

] Name: …………………………….

] Date: …………………………….

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] …………………….

]

**In the presence of** ]

]

**Witness** ] Signature: …………………………….

] Name: …………………………….

] Date: …………………………….

**Exhibit A**

**Statement of Work**

**The following Statement of Work is intended to identify the respective parties’ expected responsibilities under the Proposal and Prime Contract relative to the implementation, execution and completion of the Project. Therefore, the Statement of Work is subject to change so that it may be tailored to adequately address and respond to the responsibilities, goods and services required by the Customer under the Customer’s Tender Documentation.**

For the purpose of this Exhibit A, "work share" shall mean the agreed allocation of work and assignment of responsibilities and joint responsibilities in respect of the Project, as set forth below on this Exhibit A, hereto together with such additions or amendments thereto, as mutually agreed to between the parties from time to time, limited however at all times to such work finally and ultimately awarded by the Customer.

**Prime Bidder: Scope of Work by Prime**

1. Be appointed as the Partner in charge of the Teaming Agreement, to do on behalf of the Teaming Agreement, all or any of the acts, deeds or things necessary or incidental to the Partners bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Teaming Agreement in all its dealings with CLIENT, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with CLIENT and Project Management during the post implementation period.
2. To provide necessary technical solution as per the proposed RFP.
3. Provide the necessary technical support for the project using all resources at its disposal during the implementation and post implementation period of the project in relation to software and its implementation.
4. Implement and manage the technical aspects of the project.
5. Train and build the capacity of the client’s staff with respect to the Project
6. To bring in the necessary qualifications for the Project as per the tender document.
7. To install, configure and commission the proposed application as per RFP along with the Sub-contractor.
8. To provide the technical solution for the Project as per the RFP,
9. To provide Business Analysis, deployment and development, implementation, Quality Assurance and software testing services for the Project as per the RFP,
10. Train and build the capacity of the Client's staff to handle the Project together with **SUBCONTRACTOR**,
11. To provide necessary Project consultants as per the RFP,
12. To provide onsite and off-site post implementation software support services during the Project together with **THE Subcontractor**.
13. To provide the expertise, consultants and professional staff for the Project.
14. To provide the methodology and work plan for performing the Project as per the terms of reference.
15. To facilitate operational, technical and certification trainings in the event that the Tender is awarded to the Consortium.
16. To provide detailed technical drawings covering:

* System configurations and integrations,
* Workflow,
* Networks,
* Replication, and
* Hosting using a secure http and obtaining the certificate.

**Sub-contractor: Scope of work By Sub Contractor**

1. Be the Sub-contractor of the teaming agreement along with the Prime
2. To implement and manage the overall activities of the project along with the Sub-contractor as per scope of the RFP.
3. To handle all logistics required for delivery of the Project.
4. To attend all the meetings, including the mandatory pre-bid meeting, and Tender negotiations on behalf of the Consortium.
5. Do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information/documents and generally represent the Consortium in all its dealings with the Client, any other Government Agency or any person in connection with Project until culmination of the process of bidding and thereafter until the Agreement is entered into with the Client for Project execution and co-ordination during implementation and the post implementation period.

**Drawn By: -**

**CM Advocates LLP**

I & M Bank House, 7th Floor

2nd Ngong Avenue

P.O. Box 22588 - 00505

**Nairobi.**

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