REPUBLIC OF KENYA

COUNTY ASSEMBLY OF KISUMU

REQUEST FOR PROPOSALS
(RFP)

CONSULTANCY SERVICES FOR THE DEVELOPMENT OF COUNTY ASSEMBLY OF KISUMU STRATEGIC PLAN 2020-2024

REQUEST FOR PROPOSAL

TENDER NO.CAK/OT/RFP/SP/06/2019-2020

JUNE, 2020

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INTRODUCTION

1. The Request for Proposal (RFP) has been prepared by County Assembly of Kisumu for the Provision of Consultancy services for Development of County Assembly of Kisumu Strategic Plan 2020 - 2024.

2. The RFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.

3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly, the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

SECTION I - TENDER NOTICE: LETTER OF INVITATION

County Assembly of Kisumu
P.O. Box 86-40100
KISUMU
Uhuru Road

Date: Thursday, 4th June, 2020

Dear Sir/Madam

The County Assembly of Kisumu invites sealed tenders from eligible candidates to submit a detailed technical and Financial Proposal to provide Consultancy Services for Development of County Assembly of Kisumu Strategic Plan 2020 - 2024.

Interested eligible candidates may obtain further information and inspect the tender documents at the Procurement office, County Assembly of Kisumu, during normal working hours, or email: kisumuassembly@gmail.com

A complete set of tender documents may be obtained by interested candidates from the ***County Assembly of Kisumu website:www.kisumuassembly.go.ke***

All bidders are required to forward their particulars to the Procurement Office for recording purposes and receiving any further tender clarifications and/or addenda.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

Submission

Technical Proposal and Financial Proposal shall be marked **"ORIGINAL"** or **"COPY".** The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". The original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and indicated: **"DONOT OPEN WITH THE TECHNICALPROPOSAL"**. Both envelopes shall be placed into an outer envelope, sealed and marked **REQUEST FOR**

PROPOSAL (RFP): FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT OF COUNTY ASSEMBLY OF KISUMU STRATEGIC PLAN 2020-2024

TENDER REF.NO.CAK/OT/RFP/SP/06/2019-2020and placed in the **Tender box** located at the County Assembly of Kisumu, Administration Block, Ground Floor so as to be received on or before **11:00 am on Monday 22nd June 2020 or sent by post to:**

THE CLERK
COUNTY ASSEMBLY OF KISUMU
CAK OFFICES, UHURUROAD
P.O. Box86 - 40100
KISUMU

Bidders must respond online through IFMIS Supplier Portal using IFMIS Response No. 811079 and also submit original and copy of their bid documents.

Bids will be opened immediately thereafter at the County Assembly Board Room, in the presence of bidders or their representatives who choose to attend.

CONSULTANCY SERVICES FOR THE DEVELOPMENT COUNTY ASSEMBLY OF KISUMU STRATEGIC PLAN 2020-2024

1.1 The County Assembly of Kisumu invites proposals for the above consultancy services

1.2 The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants
		Appendix to Consultants information
Section III	-	Technical Proposal
Section IV	-	Financial Proposal
Section V	-	Terms of Reference
Section VI	-	Standard Forms of Contract

1.3 Upon receipt, please inform us:

(a) that you have received the letter of invitation
(b) whether or not you will submit a proposal for the assignment

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

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2.1 Introduction

2.1.1 The County Assembly of Kisumu (CAK) (herewith referred to as the client)will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in Appendix to Information To Consultants (ITC). The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit aTechnical Proposal and a Financial Proposal separately, as specified in the Appendix "ITC".

2.1.3 The consultants must familiarize themselves with local conditions and take theminto account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the CAK regarding any information that they may require before submitting a proposal as provided in Appendix "ITC".

2.1.4 Please note that: (i) the costs of preparing the proposal and of negotiating theContract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.5 The CAK employees, committee members, board members and their relatives(spouse and children) are not eligible to participate.

2.2 Clarification and Amendment of RFP Documents

2.2.1 **Consultants may request a clarification of any of the RFP documents only up toseven [7] days** before the proposal submission date. Any request for clarificationmust be sent in writing by paper mail or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by paper mail or electronic mail to such requests,including an explanation of the query but without identifying the source of inquiry to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason,whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however, be based on the number of professional staff-time estimated by the firm.

(iii) The key professional staff proposed must be permanent employees of the firm/firms or have an extended and stable working relationship that is not less than 2 (two) years.

(iv) Proposed professional staff must as a minimum, have the experience indicated in evaluation of technical proposal, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position. (proposed staff will not be substituted during the course of the assignment unless approved by the Entity)

2.3.4 The Technical Proposal shall provide the following information using the attached standard forms:-

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology using the factors proposed and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed training strategy for capacity building.

Any additional information requested will be in Appendix "Information to consultants".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into accountthe requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the localtaxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "ITC" specifies otherwise.

2.4.3 Consultants shall express the price of their**services in Kenya Shillings inclusive of all taxes.**

2.4.4 Authority's and gratuities, if any, paid or to be paid by consultants and related tothe assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for 90 days after the submission date. During thisperiod, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extendthe validity period of the proposals, the consultants who do not agree shall have the right not to extend the validity of their proposal.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical and Financial Proposals) shall be prepared inindelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated inAppendix "ITC". Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL"** or **"COPY"** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and copy of the Technical Proposal shall be placed in a sealedenvelope clearly marked "**TECHNICAL PROPOSAL**," and the original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and warning: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**.

Both envelopes shall be placed in an outer envelope and sealed and marked.

"REQUEST FOR PROPOSAL (RFP) FOR: CONSULTANCY SERVICES FOR THE DEVELOPMENT OF COUNTY ASSEMBLY OF KISUMU STRATEGIC PLAN 2020-2024(TENDERNO. CAK/OT/RFP/SP/06/2019-2020
''AND "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE."

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

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

2.6 Proposal Evaluation General

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

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

2.6.3 The tender evaluation committee shall evaluate the tender within 30 days from thedate of opening the tender.

2.6.4 The method of selection is as indicated in Appendix "ITC".

2.7 Evaluation of Technical Proposal

When preparing the technical and the financial proposals the Consultant MUST make reference to Sections III and IV respectively and must comply with the guidelines provided. Consultants who do not submit a Tender Security in the format requested will be automatically disqualified. The tender security should be valid for period of ninety

(90) days from the date of tender opening and from a reputable bank or insurance firm approved by the Public Procurement Regulatory Authority (PPRA) must be enclosed together with the Financial Proposal.

The Evaluation Committee appointed by the Director-General shall evaluate the proposals on the basis of their responsiveness to the Compliance of Mandatory Requirement, Terms of Reference, Technical and Financial Criteria as follows:-

2.7.1 Mandatory Requirements

The Request for proposal MUST be submitted with the following mandatory requirements: -

	Criteria	Yes/No
1	Has the firm's profile and physical address in Kenya been provided?	
2	Has the firm provided signed copies of audited financial statements (i.e. financial position, financial performance, cash flow statement, notes to the Accounts) comparable accounts for the last three (3) years (2017, 2018 and 2019)?	
3	Has the bidder provided Company Registration Certificate- attach copy	
4	Has the bidder provided Valid Tax Compliance Certificate or proof of exemption- attach copy	
5	Has the bidder provided a fully filled and signed confidential business questionnaire?	
6	Has the bidder completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice?	
7	Has the bidder provided a signed and stamped self-declaration that the bidder/person is not debarred in the matter of public procurement?	
8	Has the bidder submitted two copies marked "Original" and "Copy" of each of the proposals (Technical & Financial)	
9	Has the bidder availed evidence of having undertaken at least three similar jobs? Attach at least three (3) reference letters and their contacts indicating contract amount.	
10	Are the bid documents bound and serialized (page numbered)?	
11	Has the bidder stated the tender validity period. Should be 90 days from the date the tender is opened.	
12	Has the bidder responded online through IFMIS Supplier Portal?	

Only bidders who comply with the mandatory requirements shall be subjected to technical evaluation. The evaluation of mandatory requirement shall be **YES** or **NO.** A bidder must score a YES in all items to qualify for technical evaluation.

Where the bidder is a joint venture (consortium), each member of the consortium shall be subjected to the mandatory requirements independently. The Consortium must provide a contract agreement as proof of the joint venture.

2.7.2 Technical Evaluation Criteria

No.	Criteria	Score
2.7.2.0	**Company Information/Details**	**5 Points**
2.7.2.1	**(i)Company Profile**: - Ownership (Directors)-Mission, Vision, Organization Structure, objectives, physical address, (2 points) **(ii)Financial Performance**: - Demonstrate the financial capability based on the firm's audited financial statement for the years 2017, 2018 and 2019 (financial ratios – current ratio (2:1), operating cashflow ratio (1:1), quick ratio (1:1). (3 points)	
2.7.2.2	**Experience of the Firm/Staff related to assignment**	**40Points**
	Capacity to provide the services **(i)**Specific experience in the preparation of Organizational Strategic Plans. For each similar assignment profile the proposed staff, duration of the assignment and contract amount. (**20 Points)**. Similar Assignments in last four (4) years: • Nil Assignment–0 (Points) • 1 Assignment–5(Point) • 2 Assignments–10 (Points) • 3 Assignments or more–20(Points) (**ii)**Firms are expected to demonstrate adequate experience in providing similar services to those described by way of submitting Reference letters and contacts from atleast three (3) reputable institutions/organization where similar assignments have been carried out	

	and satisfactorily completed in the last four (4) years. (**5 Points)** • 1 reference letter –1(Point) • 2 reference letters – 2 (Points) • 3 reference letters or more–5 (Points) **Academic Background (Qualifications and experience of key staff)**. (**15 Points)** Firms should demonstrate capacity of staff to handle the project -Team leader (2 points) -Other three(3) team members (3 points) Firms are expected to have qualified and experienced team to undertake the project. Firms should provide CVs for the project team and provide copies of certificates and testimonial for the project team. (5 points) • Experience in public administration and management of public affairs. Experience in working with County Government. (1 point) • Extensive knowledge and experience in development of public consultation tools and public hearings. (1 point) • Knowledge of the devolved Government system in Kenya. (1 point) • Previous experience in providing technical consultancy support to County Assemblies. (1 point) • Experience in Conducting, Planning, and leading training sessions and facilitating high level seminars. (1 point)	
2.7.2.3	**Understanding & Interpretation of TORs** Firms are expected to demonstrate an understanding of the services that the procuring entity requires.	**10Points**
2.7.2.4	**Methodology & Approach** Firms should provide a detailed methodology and approach with a clear identification of operational areas, nature of tasks and frequency of operation and provide an indication of how well the specifications and desirable standards of service will be attained and methodology of the public hearing manual	**15Points**
2.7.2.5	**Work plan and work schedule** Firms should provide detailed work plan outlining specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy its staff and equipment throughout the contract period.	**10Points**

Only bidders who will attain a threshold score of 80% (64/80 Points) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.

2.7.6 Financial Evaluation to Carry 20%

2.7.7 The formulae for determining the Financial Score (FS) shall be as follows;-

The Procuring entity will use Quality and cost Based Selection Method (QCBS) to select the most competitive bidder.

SF = 100 X ^{FM}/F where SF is the financial score; Fm is the lowest priced financial proposal which has passed the technical stage and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (ST) and financial scores (SF) using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1).The combined technical and financial score, S, is calculated as follows: - S = ST x T % + SF x P %. The firm achieving the highest combined technical and financial score will be recommended for consideration of award.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, CAK shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non responsive to the request for proposal and terms of reference and return their un-opened financial proposals. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices, and where the bidding firms are from Agpo category i.e. Youth, women or PWDs, they shall be given a preferential bias of 15% in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price

2.8.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts 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 that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 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.

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

2.10.3 The parties to the contract shall have it signed within 15 days from the date of notification of contract award unless there is an administrative review request. The assignment is estimated to take a period of ninety **(90)** days.

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

(e) Performance bond at the rate indicated in the Appendix "ITC". Successful bidders will be required to submit a performance bond of 10% of the total bid price from a reputable bank or financial institution approved by Public Procurement and Regulatory Authority (PPRA). The bond shall be valid for a period of three (3) months from the date of signing contract.

(f) The bank or financial institution providing the performance bond shall be obliged to pay an additional interest of one (1%) for every day of payment delay after ten (10) working days from the receipt of the claim in the event the contract is terminated.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

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

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

APPENDIX TO INFORMATION TO CONSULTANTS (ITC)

Note on the Appendix to Information to Consultants

1. The appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the

information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP consultancy.

3. In preparing the appendix the following aspects should be taken into consideration.

(a) The information that specifies or complements provisions of Section II to be incorporated.
(b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated.
(c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

1.1 The Name of the Client: County Assembly of Kisumu

1.1.1 The method of selection is:**Quality and Cost Based Selection (QCBS).**Methodtakes into account the quality of the proposal and the cost of the services in the selection of the successful bidder.

1.1.2 Thename, objective and description of the assignment (refer to Terms of Reference)

1.1.3 Technical and Financial Proposals(Separated) are requested.

2.1.4 The Client will provide all documentations relevant to the assignment.

2.5.2 Consultants MUST submit two copiesmarked "original" and "COPY"of each of the proposals.

2.5.3 The proposal submission address is:

THE CLERKOF ASSEMBLY
COUNTY ASSEMBLY OF KISUMU
P.O. BOX 86-40100
KISUMU,KENYA.

2.5.4 The Bids should be deposited in the Tender Box at the Authority's Offices on the address below not later than **Monday 22nd June, 2020 at 11.00 am.** All late submissions will be rejected.

2.7.1 The minimum technical score required to pass is **80%; only bidders who score(64/80 Marks) i.e. 80 % and above will be subjected to financial evaluation.**

Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.

2.8.5 Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = I) indicated below. The combined technical and financial score, S, shall be calculated as follows:-

S = TS x T % + FS x P %

Weighting
T = 0.80
P = 0.20

2.8.6 The method of selection is: **Quality and Cost Based Selection Method (**Quality of proposal; -technical and prices taken into consideration (Tender shall be awarded to the technically and financially responsive bidder with the highest combined score).

2.10 Before notification of award, the successful bidder will be subjected to due diligence. An unfavorable reference may lead to disqualification.

DATA SHEET

Clause Ref:	General
1.1	1 **Name of Client**: The procuring entity is County Assembly of Kisumu (CAK) **2.Recipient**:The Services shall be delivered to County Assembly of Kisumu (CAK) 3.**Method of Selection**: Quality of Cost Based Selection(QCBS)
1.2	The name and reference number of the Invitation to Bid is Tender No: CAK/OT/SP/06/2019/2020 Consultancy services for the Development of County Assembly of Kisumu Strategic Plan 2020-2024.
1.3	**Clarifications** 1. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the CAK-Procurement Unit on official letterhead only by registered mail or hand delivered to the address and contacts below. 2.The address and contact for submitting proposal and requesting clarifications is as follows:- **The Clerk of Assembly** **County Assembly of Kisumu** **P.O. Box 86-40100** **Kisumu -Kenya**
	2.0 Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 90 days from the date of submission
2.3	The bidder shall submit one (1) original and one (1) copy of its Technical & Financial proposal separately.
	3.0 Submission of Proposal
3.1	Hard proposals must be received deposited in the tender box before 11.00 a.m East African Time on **Monday 22nd June, 2020**at the address indicated in 1.3
3.2	Bidders must submit the original and copy of the technical proposal as well as the original of the Financial proposal and copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked "Original" and copy marked clearly as "Copy"(Separated)
3.3	Submission of proposal by electronic mail is not allowed

3.4	**Opening of technical and financial proposals** 1. Opening of technical proposal shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders or their representatives shall sign a register of attendance. 2. The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as the CAK, at its discretion, may consider appropriate will be announced at the opening. 1. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below. 2. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them.
	4.0 Evaluation and comparison of Proposals
4.1	**Currency:** The currency for evaluation process will be Kenyan Shillings
4.2	**Proposal evaluation, criteria and process** In assessing the proposals submitted, the tender processing committee/Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows: **1.Mandatory** Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation **2.Technical evaluation** (a) The technical evaluation will be on a scoring system marked out of a maximum of 80 marks. Only proposals that score at least 64/80 =80% in this technical evaluation will be deemed to be technically responsive and eligible for Stage 2.Marks will be awarded according to the following matrix;

MATRIX

No.	Criteria	Score
2.7.2.0	**Company Information/Details**	**5 Points**
2.7.2.1	**(i)Company Profile**: - Ownership (Directors)-Mission, Vision, Organization Structure, objectives, physical address, (2 points) **(ii)Financial Performance**: - Demonstrate the financial capability based on the firm's audited financial statement for the years 2017, 2018 and 2019 (financial ratios – current ratio (2:1), operating cashflow ratio (1:1), quick ratio (1:1). (3 points)	
2.7.2.2	**Experience of the Firm/Staff related to assignment**	**40Points**
	Capacity to provide the services **(i)**Specific experience in the preparation of Organizational Strategic Plans. For each similar assignment profile the proposed staff, duration of the assignment and contract amount. (**20 Points)**. Similar Assignments in last four (4) years: • Nil Assignment–0 (Points) • 1 Assignment–5(Point) • 2 Assignments–10 (Points) • 3 Assignments or more–20(Points) (**ii)**Firms are expected to demonstrate adequate experience in providing similar services to those described by way of submitting Reference letters and contacts from atleast three (3) reputable institutions/organization where similar assignments have been carried out	

	and satisfactorily completed in the last four (4) years. (**5 Points)** • 1 reference letter –1(Point) • 2 reference letters – 2 (Points) • 3 reference letters or more–5 (Points) **Academic Background (Qualifications and experience of key staff)**. (**15 Points)** Firms should demonstrate capacity of staff to handle the project -Team leader (2 points) -Other three(3) team members (3 points) Firms are expected to have qualified and experienced team to undertake the project. Firms should provide CVs for the project team and provide copies of certificates and testimonial for the project team. (5 points) • Experience in public administration and management of public affairs. Experience in working with County Government. (1 point) • Extensive knowledge and experience in development of public consultation tools and public hearings. (1 point) • Knowledge of the devolved Government system in Kenya. (1 point) • Previous experience in providing technical consultancy support to County Assemblies. (1 point) • Experience in Conducting, Planning, and leading training sessions and facilitating high level seminars. (1 point)	
2.7.2.3	**Understanding & Interpretation of TORs** Firms are expected to demonstrate an understanding of the services that the procuring entity requires.	**10Points**
2.7.2.4	**Methodology & Approach** Firms should provide a detailed methodology and approach with a clear identification of operational areas, nature of tasks and frequency of operation and provide an indication of how well the specifications and desirable standards of service will be attained and methodology of the public hearing manual	**15Points**
2.7.2.5	**Work plan and work schedule** Firms should provide detailed work plan outlining specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy its staff and equipment throughout the contract period.	**10Points**

Only bidders who will attain a threshold score of 80% (64/80 Points) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.

2.7.6 Financial Evaluation to Carry 20%

2.7.7 The formulae for determining the Financial Score (FS) shall be as follows;-

The Procuring entity will use Quality and cost Based Selection Method (QCBS) to select the most competitive bidder.

SF = 100 X ^{FM}/F where SF is the financial score; Fm is the lowest priced financial proposal which has passed the technical stage and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (ST) and financial scores (SF) using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1).The combined technical and financial score, S, is calculated as follows: - S = ST x T % + SF x P %. The firm achieving the highest combined technical and financial score will be recommended for consideration of award.

SECTION III: - TECHNICAL PROPOSAL

3. Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III: TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form

2. Firms references

3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity

4. Description of the methodology and work plan for performing the assignment

5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff

7. Time schedule for professional personnel

8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To:_____[Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____

_____[Title of consulting services] in accordance with your Request for Proposal dated _____[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____[Authorized Signature]:

_____[Name and Title of Signatory]

_____[Name of Firm]

_____[Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Three Years
That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by Your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Clients contact person for the assignment.</td></tr>
<tr><td colspan="2">Address:</td><td>No of Staff Members; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date(Month/Year):</td><td>Approx. Value of Services (Kshs)</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No of Members of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

_____

Name of Firm:

_____

Name of Staff:

_____

Profession: _____

Date of Birth:

_____

Years with Firm: _____Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

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

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Weeks

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

[1st,2nd and 3rd, are weeks from the start of assignment)

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

(b). Completion and Submission of Reports

Reports	**Date**
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Seven (7) Standard forms below.

SECTION IV: FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial Proposal submission form
2. Summary of Costs
3. Breakdown of remuneration per activity
4. Reimbursable per activity
5. Miscellaneous expenses
6. Bidder's declaration.

1. FINANCIAL PROPOSAL SUBMISSION FORM

To: _____ [Date] _____

_____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____[Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal Taxes Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

5. REIMBURSIBLES PER ACTIVITY

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

Activity No: _____

Name:_____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

DEVELOPMENT OF COUNTY ASSEMBLY OF KISUMU STRATEGIC PLAN 2020-2024

COUNTY ASSEMBLY OF KISUMU

Development of Assembly Strategic Plan 2020-2024

Terms of Reference

1.0 INTRODUCTION

1.1 Background

The Constitution of Kenya 2010 under Article 176 established, for each county in Kenya, a county assembly as an organ of the County Governments for the purpose of delivery of devolved services at the county level. The legislative functions of the county assembly are expressly provided for under Article 185 of the Constitution. Further, the County Governments Act, Section 8 provides that the county assembly shall:

a) vet and approve nominees for appointment to county public offices as may be provided for in this Act or any other law;
b) perform the roles set out under Article 185 of the Constitution;
c) approve the budget and expenditure of the county government in accordance with Article 207 of the Constitution, and the legislation contemplated in Article 220(2) of the Constitution, guided by Articles 201 and 203 of the Constitution;
d) approve the borrowing by the county government in accordance with Article 212 of the Constitution;
e) approve county development planning; and
f) perform any other role as may be set out under the Constitution or legislation.

Article 177 (1) of the Constitution provides that the membership of a county assembly shall consist of:

i. members elected by the registered voters of the wards, each ward constituting a single member constituency**,** on the same day as a general election of Members of Parliament, being the second Tuesday in August, in every fifth year;
ii. the number of special seat members necessary to ensure that no more than two-thirds of the membership of the assembly are of the same gender;
iii. the number of members of marginalised groups, including persons with disabilities and the youth, prescribed by an Act of Parliament; and
iv. the Speaker, who is an *ex officio* member.

1.2 Kisumu County Assembly Strategic Plan 2013-2017

The 1st Kisumu County Assembly was established immediately after the general elections of 4 March 2013 and served for a term of five years. During the period, the Assembly, among other

things, put in place a Strategic Plan 2013-2017 to guide its operations and development. The key highlights of the strategic plan were:

- Investment in the strengthening of the capacity of members and staff to perform their functions effectively
- Provision of a conducive work environment for members
- Strengthening of public engagement with the assembly

Notable achievements during the implementation of the Kisumu County Assembly Strategic Plan 2014-2019 were:

- The assembly conducted several training exercises for its members over the planning period that helped build their capacity to legislate, oversight the executive and represent the electorate
- Establishment of strong reprographic services in the assembly and the strengthening of the Hansard
- Improved collaborative services between the assembly and other institutions
- Strengthened collaboration with members of the public particularly on the development of legislations

1.3 The 2nd County Assembly of Kisumu

Kisumu County Assembly currently has 48 members consisting of 35 elected members and 13 members appointed through proportional representation in accordance with Article 177 Sec 1(b) of the Constitution. The Assembly is organized as follows:

Office of the Speaker created under Article 178 of the Constitution

Office of the Clerk of the County Assembly heads the administrative arm of the Assembly in accordance with Section 13 of the County Governments Act. The Clerk performs the following functions:

- Chief procedural advisor to the Speaker, other presiding officers and Members of the County Assembly on all legislative procedures, practices, conventions and traditions;
- The Chief Advisor to the Speaker in the exercise of all powers and functions that belong to the Speaker and through the Speaker, to the Assembly;
- Responsible for marshaling legislative measures passed by the County Assembly;
- The Accounting Officer of the County Assembly;
- Authorized Officer for the County Assembly;
- Secretary to the County Assembly Service Board;
- Responsible for implementation of all policy decisions of the County Assembly Service Board;
- Responsible for enhancing public understanding and knowledge of the work of the County Assembly and increasing public accessibility;
- Custodian of the institutional memory of the County Assembly.

The County Assembly Service Board is in charge of human resource management for the assembly and is in charge of:

- Providing services and facilities to ensure the efficient and effective functioning of the County. Assembly;
- Constituting offices in the County Assembly service and appointing and supervising office holders;
- Preparing annual estimates of expenditure of the County Assembly services and submitting them to the County Assembly for approval and exercising budgetary control over the service;
- Undertaking, singly or jointly with other relevant organizations, programmes to promote the ideals of parliamentary democracy;
- Performing other functions necessary for the well-being of the members and staff of the County Assembly or prescribed by the national legislation.

The County Assembly conducts its day-to-day business through various committees and/or plenary sessions as the circumstances demand. Currently, the assembly has 14 sectoral committees as follows:

- Agriculture, Livestock and Fisheries Committee
- County Budget and Appropriations Committee
- Co-operatives, Finance, Trade and Enterprises Committee
- Culture, Children, Youth and Community Services Committee
- ECD, and Vocational Training Committee
- Health Services, Housing and Sanitation Committee
- Labour, Welfare and Social Services Committee
- Planning, Industrialisation and ICT Committee
- Public Work, Roads and Transport Committee
- Tourism, Wildlife and Heritage Committee
- Committee on Ward Development Fund
- Water, Environment and Natural Resources Committee
- House Business Committee
- General Oversight Committee

1.4 The Need for County Assembly Strategic Plan 2020-2024

Despite the achievements outlined above, Kisumu County Assembly still has some challenges that require structured interventions in the short-, medium- and long-term. Some of these challenges include, but are not limited to; the need for human resource capacity enhancement; inadequate ICT capacity; need for a more structured and enhanced public participation; the continuous requirement to enhance accountability and the need to enhance operational tools of the assembly including its standing orders.

Moreover, the strategic plan 2013-2017 is long out of date and requires an urgent review and updating. The Assembly therefore intends to build onto the achievements of the 2013-2017 strategic plan and develop a new plan for the period 2020-2024.

2.0 OBJECTIVES AND SCOPE OF THE ASSIGNMENT

2.1 Objectives

The overall objective of this assignment is to develop a five-year strategic plan for the County Assembly of Kisumu that enhances the capacity of the assembly in the performance of its functions as stipulated in the Constitution, County Governments Act, Assembly Standing Orders and other laws. The specific objectives shall include:

1. Conduct a review of the implementation of the First Kisumu County Assembly Strategic Plan 2013-2017
2. Conduct a SWOT and PESTLE analysis of the current Kisumu County Assembly
3. Develop a Vision and Mission statement for discussion with and adoption by the Assembly and stakeholders
4. Develop the strategic objectives for the Kisumu County Assembly Strategic Plan 2020-2024
5. Prepare a detailed implementation plan and budgets for the strategic plan
6. Prepare a monitoring framework for the Kisumu County Strategic Plan 2020-2024
7. Organise a validation workshop with stakeholders for the County Assembly Strategic Plan 2020-2024

2.2 Scope of Work

In order to achieve the stated objective, the Consultant will have the following responsibilities:

- Undertake a comprehensive desk review of the relevant documents, plans,
- regulations and standing orders and administrative procedures governing and regulating the operations of the assembly.
- Analyze similar experiences in other County Assemblies
- Prepare a detailed work plan to be applied for respective assignment;
- Undertake interviews with the key stakeholders: the leadership of the Kisumu County Assembly, the Clerk and Staff of the Assembly;
- Conduct consultations and interviews with relevant stakeholders including focus group discussions with the Members of various Committees
- Identify existing gaps in the administrative procedures and instruments currently in use by the assembly;
- Propose a vision and mission for the assembly
- Draft a County Assembly Strategic Plan 2020-2024 in accordance with these Terms of Reference
- Facilitate a stakeholders' validation workshop to discuss and adopt the Strategic Plan
- Carry out other relevant tasks, as agreed with the office of the Clerk of the County Assembly.

3.0 METHODOLOGY

In conducting the above, the consultant will be expected to liaise and constantly consult with the County Assembly leadership and committees as well as the County Executive and other devolved institutions. The consultant will also be expected to consult with the public, civil societies and professional groups. The consultant will be required to borrow best practices from other County Assemblies locally and elsewhere and to benchmark the county assembly strategic plan with some of these best practices.

4.0 OUTPUTS

The assignment is expected to take fourteen weeks. The following schedule of outputs will be expected:

#	Output	Delivery date (Contract signing date, M)
1	Inception Report	M + 2 weeks
2	Progress Report	M + 6 weeks
3	Draft Report	M + 8 weeks
4	Draft Final Report	M + 10 weeks
5	Final Report	M _ 12 weeks
6	Stakeholder validation workshop	M + 14 weeks

5.0 STAFFING

The consultant shall present a team of consultants with the experience to cover the scope of the tasks presented under the Terms of Reference. The Team Leader shall have the following minimum qualifications:

a) Master's Degree in Management Studies, Economics, Law, Social Sciences or related discipline
b) A minimum of 10 years direct relevant post qualification experience;
c) Experience in public administration and management of public affairs. Experience in working with county governments will be an added advantage
d) Extensive knowledge and experience in development of public consultation tools and conducting of public hearings;
e) Previous experience providing support to county assemblies or their committees in Kenya will be an added advantage.
f) A clear knowledge of the devolved governance system in Kenya
g) Fluent English and demonstrated excellent report drafting skills utilizing MS office software.

6.0 CRITERIA FOR EVALUATION

	Criteria	Yes/No
1	Has the firm's profile and physical address in Kenya been provided?	
2	Has the firm provided signed copies of audited financial statements (i.e. financial position, financial performance, cash flow statement, notes to the Accounts) comparable accounts for the last three (3) years (2017, 2018 and 2019)?	
3	Has the bidder provided Company Registration Certificate- attach copy	
4	Has the bidder provided Valid Tax Compliance Certificate or proof of exemption- attach copy	
5	Has the bidder provided a fully filled and signed confidential business questionnaire?	
6	Has the bidder completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice?	
7	Has the bidder provided a signed and stamped self-declaration that the bidder/person is not debarred in the matter of public procurement?	
8	Has the bidder submitted two copies marked "Original" and "Copy" of each of the proposals (Technical & Financial)	
9	Has the bidder availed evidence of having undertaken at least three similar jobs? Attach at least three (3) reference letters and their contacts indicating contract amount.	
10	Are the bid documents bound and serialized (page numbered)?	
11	Has the bidder stated the tender validity period. Should be 90 days from the date the tender is opened.	
12	Has the bidder responded online through IFMIS Supplier Portal?	

Only bidders who comply with the mandatory requirements shall be subjected to technical evaluation. The evaluation of mandatory requirement shall be **YES** or **NO.** A bidder must score a YES in all items to qualify for technical evaluation.

Where the bidder is a joint venture (consortium), each member of the consortium shall be subjected to the mandatory requirements independently. The Consortium must provide a contract agreement as proof of the joint venture.

2.7.2 Technical Evaluation Criteria

No.	Criteria	Score
2.7.2.0	**Company Information/Details**	**5 Points**
2.7.2.1	**(i)Company Profile**: - Ownership (Directors)-Mission, Vision, Organization Structure, objectives, physical address, (2 points) **(ii)Financial Performance**: - Demonstrate the financial capability based on the firm's audited financial statement for the years 2017, 2018 and 2019 (financial ratios – current ratio (2:1), operating cashflow ratio (1:1), quick ratio (1:1). (3 points)	
2.7.2.2	**Experience of the Firm/Staff related to assignment**	**40Points**
	Capacity to provide the services **(i)**Specific experience in the preparation of Organizational Strategic Plans. For each similar assignment profile the proposed staff, duration of the assignment and contract amount. (**20 Points)**. Similar Assignments in last four (4) years: • Nil Assignment–0 (Points) • 1 Assignment–5(Point) • 2 Assignments–10 (Points) • 3 Assignments or more–20(Points) (**ii)**Firms are expected to demonstrate adequate experience in providing similar services to those described by way of submitting Reference letters and contacts from atleast three (3) reputable institutions/organization where similar assignments have been carried out	

	and satisfactorily completed in the last four (4) years. (**5 Points)** • 1 reference letter –1(Point) • 2 reference letters – 2 (Points) • 3 reference letters or more–5 (Points) **Academic Background (Qualifications and experience of key staff)**. (**15 Points)** Firms should demonstrate capacity of staff to handle the project -Team leader (2 points) -Other three(3) team members (3 points) Firms are expected to have qualified and experienced team to undertake the project. Firms should provide CVs for the project team and provide copies of certificates and testimonial for the project team. (5 points) • Experience in public administration and management of public affairs. Experience in working with County Government. (1 point) • Extensive knowledge and experience in development of public consultation tools and public hearings. (1 point) • Knowledge of the devolved Government system in Kenya. (1 point) • Previous experience in providing technical consultancy support to County Assemblies. (1 point) • Experience in Conducting, Planning, and leading training sessions and facilitating high level seminars. (1 point)	
2.7.2.3	**Understanding & Interpretation of TORs** Firms are expected to demonstrate an understanding of the services that the procuring entity requires.	**10Points**
2.7.2.4	**Methodology & Approach** Firms should provide a detailed methodology and approach with a clear identification of operational areas, nature of tasks and frequency of operation and provide an indication of how well the specifications and desirable standards of service will be attained and methodology of the public hearing manual	**15Points**
2.7.2.5	**Work plan and work schedule** Firms should provide detailed work plan outlining specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy its staff and equipment throughout the contract period.	**10Points**

Only bidders who will attain a threshold score of 80% (64/80 Points) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.

2.7.6 Financial Evaluation to Carry 20%

2.7.7 The formulae for determining the Financial Score (FS) shall be as follows;-

The Procuring entity will use Quality and cost Based Selection Method (QCBS) to select the most competitive bidder.

SF = 100 X ^{FM}/F where SF is the financial score; Fm is the lowest priced financial proposal which has passed the technical stage and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (ST) and financial scores (SF) using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1).The combined technical and financial score, S, is calculated as follows: - S = ST x T % + SF x P %. The firm achieving the highest combined technical and financial score will be recommended for consideration of award.

7.0 TERMS OF PAYMENT

The terms of payment to the Consultant will be as follows: -

a. 40% Upon signing of contract.
b. 40% Upon submission of draft report
c. 20% Upon submission of final report:

The last installment will be paid within fourteen (14) days upon submission and approval of the final report.

8.0 BID REQUIREMENTS

If you believe you meet the above criteria, send your application comprising the following:

- A brief technical proposal of no more than 10 pages that includes your proposed methodology, interpretation of TORs and a work plan;
- A separate financial proposal and;
- Detailed curriculum vitae of the lead consultant and any other member of the consulting team.

9.0 OTHER REQUIREMENTS

The Company/ Consultant must provide copies of the following:

a) Company/Consultant Profile
b) Lead Consultant CV.
c) List of at least two current and/or past clients to whom similar services have been provided in the last three years.

NOTE: All bids should reach the undersigned on or before 11:00 am, **Monday 22nd June, 2020.**

CLERK OF ASSEMBLY
COUNTY ASSEMBLY OF KISUMU
P.O BOX 86 - 40100
Email: kisumuassembly@gmail.com

SECTION VI:

STANDARD FORMS OF CONTRACT

a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME - BASED PAYMENTS)

c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT _____Exceeding Kshs. 5,000,000

2. SMALL ASSIGNMENT _____Not exceeding Kshs. 5,000,000

3. TIME BASED PAYMENT _____Time based fixed fee. Exact duration of contract not fixed

4. LUMP-SUM PAYMENT _____Stated fixed contract sum.

ANNEX I

REPUBLIC OF KENYA

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

F O R

CONSULTING SERVICES

Large Assignments
(Lump- Sum payment)

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(i)

Special Notes

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

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

(ii)

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

Between

_____

[name of the Client]

AND

_____

[name of the Consultant]

Dated: _____[date]

(iii)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____) day of the month of _____[month], [year], between _____,
[name of client] of [or whose registered office is situated at]_____[location of office] (hereinafter called the
"Client") of the one part AND
_____[name of consultant] of [or whose registered office is situated at]
_____[location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract;
(b) The Special Conditions of Contract;

(c) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

(iv)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

   (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

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

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

For and on behalf of_____[name of client]

[full name of Client's authorized representative_____

[title]_____

[signature]_____

[date]_____

For and on behalf of _____ [name of consultant]

[full name of Consultant'sauthorized representative]_____

[title]_____

[signature]_____

[date]_____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;

(d) "Foreign Currency" means any currency other than the Kenya Shilling;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of the Republic of Kenya;

(g) "Local Currency" means the Kenya Shilling;

(h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and

"Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;

(i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;

(j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;

(k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented; (l) "Services" means the work to be performed by the

(m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract:

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

1.3 Language

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

1.4 Notices

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

1.5 Location	The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
1.6 Authorized 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 by the officials specified in the SC.
1.7 Taxes and Duties	The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1Effectiveness ofContract: 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.

2.2 Commencement: The Consultant shall begin carrying out the Services after the date the Contract becomes effective or at such other date immediately as may be specified in the SC.

2.3 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Dateas is specified in the SC

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

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

2.6 Termination

2.6.1 By the Client

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

(a) if the Consultant does not remedy a failure in the performance

of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or

(d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action

of a public official in the selection process or in Contract execution.

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

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

2.6.2 By the Consultant

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

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

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

2.6.3 Payment Upon Termination

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

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b)of Clause 2.6.1, reimbursement of any reasonable costs incident tothe prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

(ix)

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

3.2 Conflict of Interests

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

3.2.1 Consultant Not to Benefit from Authority'ss, Discounts, Etc.

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade Authority's, discount or similar payment in connection withactivitiespursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his

personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

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

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client.

Any discounts or Authority'ss obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or (b) after the termination of this Contract, such other activities as may be specified in the SC.
3.3 Confidentiality	The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
3.4 Insurance to be Taken Out by the consultant	The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his

Consultant

(or the subconsultants', 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

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

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

(xi)

3.6 Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consult the ant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and

software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description The titles, agreed job descriptions, minimum qualification **Of Personnel** 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 (a) Except as the Client may otherwise agree, no changes **and/or** shall be made in the Key Personnel. If for any reason **Replacement** beyond the reasonable control of the Consultant, it

Of Personnel 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) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

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

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lumpsum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against

the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4.

If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

7.1 **Amicable Settlement** The Parties shall use their best efforts to settleamicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement** Any dispute between the Parties as to matters arisingpursuant to this Contract that cannot be settled amicably within thirty (30)

days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

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

---

1.1(i) The Member in Charge is_____[name of Member]

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

(xiv)

2.1 The date on which this Contract shall come into effect is (_____)[date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is_____[date]

2.3 The period shall be _____ [length of time]. **Note:** Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

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

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

6.4 Payments shall be made according to the following schedule:

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

- First payment (40% of the lump sum) shall be paid after the date of signing the contract
- 2nd Payment (40% of the lump sum) shall be paid upon submission of the first draft.
- Final payment (20% of the lump sum) shall be paid upon approval of the final report.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

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

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

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

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS

AND

Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SEVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS

CONTRACT

ThisAgreement [hereinafter called "the Contract") is entered into this _____

[Insert starting date of assignment], by and between

_____

[Insert Client's name] of [or whose registered office is situated at]

_____[insertClient's address](hereinafter

called "the Client") of the one part AND

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

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

WHEREAS,the Consultant is willing to perform the said Services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services** (i)The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

   (ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

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

3. **Payment A. Ceiling**

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

(i)

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

B. Remuneration

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

C. Reimbursables

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

(i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;

(ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

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

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

4. Project Administration

A. Coordinator

The Client designates _____

[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

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

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

6. Confidentiality The Consultant shall not, during the term of thisContract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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

8. Consultant Not to be Engaged in Certain Activities The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance The Consultant will be responsible for taking out anyappropriate insurance coverage.

10. Assignment The Consultant shall not assign this Contract orSubcontract any portion thereof without the Client's prior written consent.

11. Law Governing The Contract shall be governed by the Laws of Kenyaand **Contract and** the language of the Contract shall be English Language. **Language**

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

FOR THE CLIENT **FOR THE CONSULTANT**

Full name; _____ Full name _____

Title: _____ Title: _____

Signature;_____ Signature;_____

Date;_____ Date;_____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

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

APPENDIX C

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

(1) Remuneration of Staff

	Name	Rate (Per week/ month/day/hour in currency	Time Spent Of (Number week/ month/day/hour)	Total (Currency)
A Team Leader				
B				
C				
				Sub Total (1)

(2) Reimbursables

	Rate	Days	Total
A Air travel			
B Road transportation			
C per diem			
			Sub Total (2)

Total Cost _____

Physical Contingency _____

CONTRACT CEILING _____

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

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

_____[Insert Client's name] of [or whose registered

office is situated at]_____[insert Client's address](hereinafter called "the Client") of the one part AND

_____ [Insert Consultant's name] of [or whose registered office is situated at]_____[insert Consultant's address](hereinafter called "the Consultant") of the other part. WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the Services specified in A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in AppendixB, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in theform and withinthe time periodsspecifiedin Appendix C,"Consultant's Reporting Obligations."

2. Term The Consultant shall perform the Services during the periodcommencing on_____ [Insert starting date] and continuing to_____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

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

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

B. Schedule of Payments

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

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

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

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

Kshs_____ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

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

6. Confidentiality The Consultant shall not, during the term of this Contract andwithin two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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

8. Consultant not to be engaged in The Consultant agrees that during the term of this Contractand after its termination the Consultant and any entity affiliated

with the **certain Activities** Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance The Consultant will be responsible for taking out anyappropriate insurance coverage.

10. Assignment The Consultant shall not assign this Contract or sub-contract anyportion of it without the Client's prior written consent.

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

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

FOR THE CLIENT	**FOR THE CONSULTANT**
Full name; _____	Full name;_____
Title:_____	Title: _____
Signature;_____	Signature;_____
Date;_____	Date;_____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

_____

RE: Tender No. _____

Tender Name _____

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

_____

_____

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity) of……dated the…day of…….20…….in the matterof TenderNo……..…of……..20…

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….Fax No……Tel. No……..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:- 1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

2.

etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …… day of…….....20…..……

SIGNED

Authority's Secretary

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

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

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

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

……. ……. ……

(Title) (Signature) (Date)

Bidder Official Stamp

SELF DECLARATION FORMS

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELFDECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY

CORRUPT OR FRAUDULENT PRACTICE

I,……..of P.O. Box…….being a resident

of……..in the Republic of……do hereby make a statement as follows:-

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

   THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. (insert name of the Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. (insert name of the Procuring entity).

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

   THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

……. ……. …….

(Title) (Signature) (Date)

Bidder Official Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this Form.

Part 1 – General:

Business Name
……

Location of business premises.
…… Plot No…… Street/Road
……..

Postal Address …….. Tel No. ……. Fax ……. E mail ……. Nature of Business
……..

Registration Certificate No.
……

Maximum value of business which you can handle at any one time – Kshs. ……

Name of your bankers …….. Branch
……

Part 2 (a) – Sole Proprietor

Your name in full …….. Age ……..

Nationality …… Country of origin …….

- Citizenship
- details

Part 2 (b) Partnership Given

details of partners as follows:

	Name	Nationality	Citizenship	Details	Shares
1.	……				
2.	……				

3. ……..
4. ……..

Part 2 (c) – Registered Company

Private or Public

…….

State the nominal and issued capital of company-

Nominal Kshs. ……

Issued Kshs. ……

Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Date ……Signature of Candidate ……..

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration. Attach proof.