

REPUBLIC OF KENYA



KILIFI COUNTY

**CONSULTANCY SERVICES FOR FORMULATION OF COUNTY
INTEGRATED DEVELOPMENT PLAN (CIDP 2018-2022)**

TENDER NO. KCG/FIN/02/2017/2018

OCTOBER, 2017

**KILIFI COUNTY
P.O.BOX 519-80108
KILIFI**

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INTRODUCTION

1. This standard Request for Proposals (RFP) Consultancy and Design has been prepared for use by public entities in Kenya. It has been found necessary for selection of consultancy and Designers for small assignments as required by the Standard Request for Proposals Regulations.
2. This Standard Request for Proposals Consultancy and Design shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

TENDER REF NO. TENDER NO. KCG/FIN/01/2017/2018

TENDER NAME: CONSULTANCY SERVICES FOR FORMULATION OF COUNTY INTEGRATED DEVELOPMENT PLAN 2018-2022

M/S

Dear Sir/Madam,

- 1.1 The County Government of Kilifi invites proposals for CONSULTANCY SERVICES FOR FORMULATION OF INTEGRATED DEVELOPMENT PLAN 2018-2022
- 1.1 A complete set of RFP documents may be obtained ONLINE by interested candidates FREE OF CHARGE via the website www.kilifi.go.ke
- 1.2 Completed proposals are to be sealed in a plain envelope clearly marked with tender number and description deposited in the tender box located at the entrance of County Treasury and addressed to the undersigned:

***COUNTY EXECUTIVE COMMITTEE MEMBER
FINANCE AND ECONOMIC PLANNING
P.O BOX 519-80108
KILIFI.***

So as to be received on or before 31ST **OCTOBER, 2017 at 10.30 am.**

- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.4 Tenders will be opened immediately after the closing day and time in the Procurement Office located at the County Treasury in the presence of the tenderers or their representatives who choose to attend.
- 1.5 Tenders submitted late and those submitted in wrong format shall be rejected.

Head, Supply Chain Management Services.
**FOR COUNTY EXECUTIVE COMMITTEE MEMBER
FINANCE & ECONOMIC PLANNING
KILIFI COUNTY**

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SECTION II - INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 The County Government of Kilifi will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Candidates may request clarification of any of the RFP (C&D) documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all candidates invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFP (C&D). Any amendment

shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

2.3 Preparation of Proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFP (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.
- 2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation. This CV Must be backed up by copies of evidence in terms of academic or professional qualifications, or previous job testimonials.
- 2.3.4 The Technical proposal shall provide the following information;
- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
 - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - (c) A description of the methodology and work plan for performing the proposed assignment.
 - (d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial Proposal

- 2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

- 2.4.2 The Financial quotation should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial quotation must remain valid for 150 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.
- 2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and opening of Proposals

- 2.5.1 The technical proposal and the financial quotation (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.
- 2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, the original shall govern.
- 2.5.3** The original and all copies of the Technical proposal shall be scanned and marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial quotation shall be scanned duly marked “FINANCIAL QUOTATION and be submitted together with the technical proposal on or before **before 10.30 am on 31st October,2017.**
- 2.5.4 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.6 Evaluation of Proposal General (General)

- 2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity’s staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate quotation.

2.6.2 The Technical evaluation committee shall have no access to the financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in section IV under terms of reference.

2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee.

2.7.3 Each responsive quotation will be given a technical score (TS). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 Opening and Evaluation of Financial Quotation

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFP (C&D) and terms of reference. The notification will indicate that their financial quotations shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

2.8.3 The formulae for determining the financial score (FS) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 100

- 2.8.4 The candidates quotations will be ranked according to their combined technical score (ts) and financial score (fs) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores
St is the technical score
Sf is the financial score
T is the weight given to the technical proposal and
P is the weight given to the financial quotation

Note P + T will be equal to 100%

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.
- 2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed

with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

2.11.1 Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

SECTION IV

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR FORMULATING THE COUNTY INTEGRATED DEVELOPMENT PLAN (CIDP) 2018-2022

Definition and Concepts Applied in the TOR

1. This section defines the concepts applied in the terms of reference for consultancy services for formulating the County Integrated Development Plan 2018-2022. These are:

- i. County Integrated Development Plan (CIDP):

This is a five (5) year plan prepared by the county government covering the area of a county that provides an overall framework for development. The CIDP integrates economic, physical, social, environmental and spatial planning and forms the basis upon which public funds shall be appropriated.

ii. Client

The Department of Finance and Economic Planning, County Government of Kilifi

iii. Consultant

The consultant to be contracted to prepare and produce the CIDP 2018-2022

iv. Secretariat to the County Planning Unit

A secretariat for drafting the CIDP consisting, among others, representatives from county government departments led by the Department of Finance and Economic Planning charged with coordinating, supporting and organizing the management of the CIDP's Sector Working Groups (CIDP-SWGs).

v. Stakeholders Forum

A forum of key stakeholders whose membership is not limited to national government Ministries, Departments and Agencies (MDAs), county government departments, development partners, United Nations Agencies, Civil Society Organizations, Non-Governmental Organizations, Religious Organizations, Private Sector, Universities and Research Institutions, and special groups such as the youth, women, and disadvantaged groups, to facilitate consultations and consensus building in the process of preparing the CIDP 2018-2022. The CIDP's Sector Working Groups will be sub-committees under the stakeholders' forum.

vi. Joint Steering Committee:

A committee chaired by the Governor, and includes, the County Budget and Economic Forum (CBEF) to provide guidance and advice at all stages of the preparation, validation and endorsement for approval by the county assembly of the CIDP and fast-tracking enactment of legislations that support implementation of the CIDP.

Background

2. Formulation of the County Integrated Development Plan (CIDP) 2018-2022, the second CIDP to be prepared by the County, is anchored in the Constitution of Kenya 2010 and other key legislations such as the County Government Act, 2012 and Public Finance Management Act, 2012. In line with constitutional and statutory provisions, implementation of the development agenda of the County has been guided by the first CIDP 2013-2017 which will be succeeded by the second CIDP 2018-2022. This CIDP 2018-2022, like the first CIDP, will be aligned to the Kenya Vision 2030 as implemented under the third successive Medium Term Plan 2018-2022; and applicable international commitments particularly the United Nations' Agenda 2030 for Sustainable Development and Africa Union's Agenda 2063 to deliver both national government and county government development goals.

3. The Ministry of Devolution and Planning and the Council of Governors developed guidelines for preparation of CIDP 2017. These guidelines provide the framework for Counties to prepare CIDPs with a long-term perspective and promote uniformity by setting basic norms and standards to harmonize the structure, content and presentation of CIDPs. These guidelines will be availed to the consultant who will internalize and strictly follow them in terms of both procedures and contents during the preparation and production of the CIDP 2018-2022. Formulation of the second CIDP will also leverage on the significant sectoral achievements in implementation of development

strategies, programmes, and projects earmarked in the first CIDP, best practice, and lessons learnt and develop modalities of addressing remaining and emerging challenges. The process will also be adapted to the existing administrative structures and special purpose committees namely the Joint Steering Committee, Stakeholders' Forum and Secretariat to the County Planning Unit as well.

4. The department of Finance and Economic Planning is spearheading the formulation of the CIDP 2018-2022. To support this, the department now seeks to engage the services of a consultant to formulate the CIDP 2018-2022.

5. The following sections provide in details the objectives of the consultancy, scope of works, timing of the assignment, input and degree of expertise and experiences, outputs and deliverables, institutional set-up of the assignment, technical proposal evaluation criteria and references and documents

Objective of the Consultancy

6. The objective of this consultancy is to provide highly professional, objective and credible support in the formulation of the CIDP 2018-2022 involving extensive consultations in a sector-wise and multi-disciplinary context. This will be pursued through fulfillment of specific intermediate goals which are to:

- i. Develop and implement a road map, in collaboration with the department, for conducting consultative meetings with the public, community and relevant stakeholders with a view to obtaining information to be incorporated during drafting of the CIDP.
- ii. Undertake situational analysis with the CIDP Sector Working Group highlighting achievements, constraints, bottlenecks in achieving targets and remaining challenges;
- iii. Mainstream Sustainable Development Goals (SDG) and other development goals of regional bodies such as Africa Union's Agenda 2063, East Africa Community (EAC), Inter-Governmental Authority on Development (IGAD) and Common Market for Eastern and Southern Africa (COMESA in the CIDP;
- iv. Link the CIDP to the Third Medium Term Plan (2018-2022) of Vision 2030;
- v. Prepare an implementation matrix which costs the programmes, projects and timelines as well as implementing agencies;
- vi. Develop implementation plan for selected flagship projects for CIDP 2018-2022;
- vii. Identify programmes and key policies other than the flagship projects for implementation;
- viii. Identify the policy, legal and institutional framework/reforms required;
- ix. Develop strategy to obtain consensus on CIDP priorities, strategies, programmes and projects;
- x. Prepare briefs and necessary documents for validation by critical stakeholders and endorsement for approval by the county assembly.

Scope of Works

7. The consultant will develop analytical tools for undertaking situational analysis; contextualize socio-economic development issues while enhancing environmental sustainability; prioritize intervening policy objectives, strategies, programmes and

projects; align them to county financial and institutional resources and develop monitoring and evaluation framework for respective key performance indicators during the plan period. In this regard, the consultant will:

- i. Provide a detailed background of the county, its location, administrative and political units, population, history, and resource endowments with a view to generate and outline identified socio-economic development issues and their direct logical linkage to priorities, strategies, development outcomes and targets.
- ii. Present a detailed sector by sector discussion of the achievements, major challenges and lessons learnt from the implementation of the first CIDP 2013-2017. This analysis will take a county-wide approach to facilitate identification of key themes and inform county development strategies.
- iii. Discuss the county development strategies and priority programmes to clearly indicate the strategic policy thrusts and present them in a matrix of development issues, causes, development objectives, immediate objectives and potential strategic policy thrusts.
- iv. Identify and provide an institutional organization flow chart required to implement the CIDP including Semi-Autonomous Government Agencies (SAGAs) and other subsidiary institutions responsible for delivery of the county functions.
- v. Explain the resource mobilization framework with details on strategies for raising revenue expected from own-source, grants from national government and development partners. The consultant should also provide evidence-based resource allocation supporting priority programmes.
- vi. Link the CIDP 2018-2022 with other plans particularly third Medium Term Plan 2018-2022 of Kenya Vision 2030 and mainstream SDGs in the plan.
- vii. Provide for implementation, monitoring and evaluation by specifying objectively verifiable indicators that will be used to monitor programme/project implementation status compared to set medium term targets for impact assessment.
- viii. Transfer skills and knowledge relevant in development and implementation of CIDP including surrendering to the client all records of proceedings in meetings, public forums, and workshops both in hard and soft copy.
- ix. Provide ten (10) copies of the final CIDP 2018-2022 and soft copy of the same.

Timing of the Assignment

8. The preparation and production of the CIDP 2018-2022 will be carried out for twelve (12) weeks. There will be some introductory sessions with the department and the Secretariat to the County Planning Unit to fine-tune and roll-out the work-plan. It is expected that a lot of field work will be done in late November and early December, 2017.

Input and Degree of Expertise and Experiences

9. The scope of work requires a multi-disciplinary consultant's team with the minimum requirement in place. This is aimed at enabling the consultant to have an appropriate sector-wise knowledge base and offer expertise advice to the CIDP-SWGs. The consultants should propose their own team structure, composition and staffing levels, based on their own understanding, interpretation and assessment of the requirements of the terms of reference. It is expected that the team as a minimum will include two (2) experts with a minimum 3-5 years of experience in the following fields;

- Economics;
- Development Studies;
- Finance
- Physical Planning;
- Environmental Studies; and
- Engineering;

10. All other members of the consultant's team should be conversant with their respective fields so as to offer sector-wise guidance in the CIDP-SWGs.

Outputs and Deliverables

11. The consultancy firm will have to submit the following reports:

i. Inception Report

This will be provided within two (2) weeks of commencing the assignment. The report will give a synthesis of the review of the first CIDP 2013-2017 among other documents; briefly outline the methodology; detailed work-plan and activity schedule; team composition and any other key issues regarding the execution of the assignment.

ii. CIDP-SWG Report

This will be availed within six (6) weeks of commencing the assignment. This is a report compiled from information collected during the consultative engagements with the public and other stakeholders at the Ward level. It will be presented according to respective CIDP-SWG to allow for further scrutiny and incorporation of views obtained through the Stakeholders Forum. This will culminate to a refined report that will be subjected for public participation at the Sub-County level.

iii. Draft CIDP

This will be availed within eight (8) weeks of commencing the assignment. The report will be availed and presented for scrutiny and validation at the County-level public participation forum.

iv. Final CIDP

This will be availed within nine (9) weeks of commencing the assignment. The report will be presented to the Joint Steering Committee to be endorsed and submitted to the county assembly for approval. The consultant has to attend meetings of the county assembly committee until a report to consider for approval is tabled, with or without amendments. In case of amendments, the consultant will compile and incorporate these amendments as the final CIDP 2018-2022.

Institutional Set-up of the assignment

12. The consultant will work under the overall supervision of the Department of Finance and Economic Planning. The Department of Finance and Economic Planning will establish and link the consultant with all contacts necessary for the formulation of the CIDP 2018-2022. In this set-up, the consultant will however work closely with the Secretariat to the County Planning Unit that feeds into the CIDP-SWG and the Stakeholders Forum.

Technical Proposal Evaluation Criteria

13. The table below presents the technical proposal evaluation criteria.

No.	Criteria	Weight	Maximum Points
1.	Qualifications of the Lead Experts	20%	20
	<ul style="list-style-type: none"> • Minimum two (2) Lead Experts <ul style="list-style-type: none"> – Bachelor’s degree in relevant field (the 6 listed in paragraph 6) (Attach copies of certificates) – Post graduate diploma/Masters in and related fields (Attach copies of certificates) – PhD 		10 8 2
2.	Core Competencies of the Team	25%	25
	<ul style="list-style-type: none"> – Team members conversant in any four (4) of the following classes of government functions: Agriculture, Rural and Urban Development; Energy, Infrastructure and ICT; Health; Education; Environment Protection, Water and Natural Resources; Social Protection; Housing and Community Amenities, and Recreation and Culture. (Attach CVs) – Experience (3-5 years) in mainstreaming issues of youth, women, minority and marginalized groups(Attach CVs) 		20 5
3.	Methodology and Work Plan	40%	40
	<ul style="list-style-type: none"> – Adequacy of the methodology for needs identification, situational analysis and strategy setting – Detailed work-plan and activity schedule 		20 20
4.	Core Competencies of the Consultancy Firm	15%	15
	<ul style="list-style-type: none"> – Evidence of having undertaken similar assignments in the last four 		15

years (attach evidence at least three (3))		
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Proposed Payment Schedule

14. The payment will be as follows: -
- i. Ten percent (10%) of the Contract Price shall be paid on signing the Contract and submission and acceptance of inception report.
 - ii. Forty percent (40%) of the Contract Price shall be paid upon submission of satisfactory CIDP-SWG reports.
 - iii. Thirty percent (30%) of the Contract Price upon submission of draft CIDP 2018-2022 acceptable to the Client.
 - iv. Twenty percent (20%) of the Contract Price upon submission of Final CIDP 2018-2022 acceptable to the client; submitted to and approved by the county assembly.

Proposed Activities for Costing by the Consultant

Activity	Number of Days	Expected participants	Required Facilities
Entry Meetings with the Client/Secretariat to the County Planning Unit	3	10	Conference
Preliminary Conference	1	50	Conference Inception Reports (50 copies)
Abridged Version of the first CIDP 2013-2017 Review			7000 copies
Logistics for the consultant's team in Ward-Level meetings (35 Wards)	10	5	Notepads and other equipment for recording the proceedings
Stakeholders Workshops to deliberate on input from public forums	5	750	Conference 750 copies of CIDP-SWG reports
Logistics for the consultant's team in Sub County-Level meetings (7 Sub Counties)	7	5	Notepads and other equipment for recording the proceedings
			700 copies of CIDP-SWG reports
County Consultative Forum	1	5	Conference 200 copies of Draft CIDP

Activity	Number of Days	Expected participants	Required Facilities
Logistics for the consultant team to attend meetings of the County Assembly Committee to approve the CIDP 2018-2022	Yet to be determined		
Final CIDP 2018-2022			10 copies

References and Documents

15. The following are considered relevant references and documents and will be provided for this assignment:

- i. Constitution of Kenya, 2010;
- ii. County Governments Act, 2012;
- iii. Public Finance Management Act, 2012 and related regulations;
- iv. County Integrated Development Plan 2013-2017
- v. County Annual Development Plans (All)
- vi. Review Report on the CIDP 2013-2017
- vii. Budget Estimates (All previous financial years)
- viii. County Budget Review and Outlook Paper (All)
- ix. County Fiscal Strategy Paper (All)
- x. Quarterly Budget Implementation Reports (All)
- xi. County Policies and corresponding laws and regulations

(a) Preliminary evaluation criteria

- i. Certified copy of certificate of incorporation and registration.
- ii. Certified copy of VAT/PIN certificates from KRA
- iii. Certified copy of KRA Tax compliance certificate
- iv. Tender forms dully filled, signed and rubber stamped.

(b) Technical evaluation

As per the criterial established under the Terms of reference Section.

(d) Financial evaluation

As per the criterial established in the document.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the candidates.

It shall contain the following:-

- (a) Submission letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Consultancy services activities times schedule.

(To be prepared by the candidate as appropriate)

SECTION V. FINANCIAL PROPOSALS (FP)

Notes on the Preparation Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(To be prepared by the candidate as appropriate)

SECTION VI- STANDARD CONTRACT FORM

CONSULANCY/DESIGN (Lump-sum payments)

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 Consultants 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 Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”
2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and 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 _____ [insert amount]. This amount has been established based on the understanding that it includes all 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 signing the contract.

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 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 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 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 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 any appropriate insurance coverage.

10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. **Law Governing Contract and Language** 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

Full name _____

Title _____

Signature _____

Date _____

FOR THE CONSULTANT

Full name _____

Title _____

Signature _____

Date _____

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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 <ul style="list-style-type: none"> • Citizenship details • 						
	Part 2 (b) Partnership						
	Given details of partners as follows:						
	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Name</td> <td style="width: 25%;">Nationality</td> <td style="width: 50%;">Citizenship Details</td> </tr> <tr> <td>Shares</td> <td></td> <td></td> </tr> </table>	Name	Nationality	Citizenship Details	Shares		
Name	Nationality	Citizenship Details					
Shares							
	1.						
	2.						

	<p>3.</p> <p>4.</p>																												
Part 2 (c) – Registered Company																													
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.	5
	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.

REQUEST FOR REVIEW FORM

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 of20.....in the matter of Tender
No.....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.

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

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary