

**KILIFI COUNTY GOVERNMENT**



**TRADE, TOURISM AND CO-OPERATIVE  
DEVELOPMENT**

**REQUEST FOR PROPOSALS (RFP)**

**CONSULTANCY SERVICES FOR STRATEGIC PLAN  
FOR DIRECTORATE OF TRADE DEVELOPMENT.**

**RFP NO. KCG/TRD/824540/2020/2021**

**OCTOBER, 2020**

**KILIFI COUNTY GOVERNMENT P.O. BOX 519 – 80108  
KILIFI [kilificountygovt@gmail.com](mailto:kilificountygovt@gmail.com)**

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## **INTRODUCTION**

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. 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.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

**SECTION I : INVITATION TO TENDER**

**DATE** \_\_\_\_\_

**TENDER REF. NO.** KCG/TRD/824540/2020/2021

**TENDER NAME:** CONSULTANCY SERVICES FOR STRATEGIC PLAN FOR DIRECTORATE OF TRADE DEVELOPMENT.

**M/S** .....

Dear Sir/Madam,

The county government of Kilifi, department of Trade, Co-operative Development and Tourism invites proposal for the provision of the above-mentioned consultancy services.

A complete set of request for proposal documents may be obtained by interest candidates from the Kilifi County Government official website ([www.kilifi.go.ke](http://www.kilifi.go.ke)) **FREEE OF CHARGE** or from The Public Procurement Information Portal (PIIP).

Completed tender documents should be uploaded in the GOK IFMIS tender portal on or before **23<sup>rd</sup> October 2020 at 10.00am** East African Time.

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Tenders will be opened immediately after the closing time electrical in the GOK IFMIS tender portal

Serialize sequentially each page of the Bid Document including all the attachments. **Avoid manual serialization.**

\_\_\_\_\_  
**Head of Supply Chain Management**  
**For: County Secretary and Head of Public Service**  
**COUNTY GOVERNMENT OF KILIFI**

SECTION II - INFORMATION TO CONSULTANTS

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## **SECTION II-INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

- 2.1.1 The County Government of Kilifi, Department of Trade, Co-operative Development and Tourism will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants 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 consultants. In such a case the highest ranked individual consultant 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 individual consultant.
- 2.1.4 The consultants 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, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant 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 proposals 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 Individual consultant may request clarification of any of the RFP 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 individual consultants 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 an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **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 individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particulars attention to the following:
  - (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(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. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
  - (b) For all the staff who will be involved in the exercise of the proposals to consultant 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 proposal.
- 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) An expression on the understanding of the terms of reference
  - (c) A financial proposal detailing the costing of the work to be done
  - (d) A description of the methodology and work plan for performing the proposed assignment.
  - (e) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal should contain the detailed information as requested above that is a clear understanding of the Term of Reference and the financial proposal of the project.

## 2.4 **Financial Proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant 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 proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## 2.5 **Submission, Receipt and Opening of Proposals**

2.6 completed tender documents should be uploaded in the GOK IFMIS tender portal on or before **23<sup>rd</sup> October 2020 at 10.00 am** East African Time

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant. The Procuring entity will unseal all tender electronically in the GOK IFMIS tender portal on **23<sup>rd</sup> October 2020 at 10.00 am** East African Time. Tenderers are advised not to attend the opening since no physical tender shall be opened before then

## 2.6 **Evaluation of the Proposal (General)**

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.



2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, 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 proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

<b>S/NO</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
1	CV of the individual consultant	30
2	specific experience of the individual consultant related to the assignment-attach LSO/LPO/contracts	20
3	Proof of financial Capability-Audited books of accounts	20
4	adequacy of methodology and work plan in response to the Terms of reference	30

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

2.7.3 Each responsive proposal will be given a technical score (ST). 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 proposal will be returned to the individual consultant unopened.

## **2.8 Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals 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 consultants 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 proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the IFMIS Tender Portal. All notifications shall be done electronically through the IFMIS Portal

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

$Sf = 100 \times fm/f$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

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

2.8.4 The individual consultants' proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formula 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 proposal

Note P + T will be equal to 100%

The individual consultant 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 consultants. The purpose of the negotiations is for the procuring entity and the individual consultant 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 individual consultant 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 individual consultant 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 individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## 2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

## MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANTS

Instructions to tenderers (Reference)	Particulars of appendix to instructions to tenderers
Evaluation Criteria <b>MANDATORY REQUIREMENTS</b>	<p><b>1. Preliminary criteria</b></p> <ul style="list-style-type: none"> <li>i. Copy of certificate of incorporation or business registration.</li> <li>ii. Copy of VAT/PIN certificates from KRA with two obligations</li> <li>iii. Current single business permit not less than two months old from County Government of Kilifi</li> <li>iv. Valid KRA Tax compliance certificate</li> <li>v. Tender should be accompanied by a bid bond of Kshs. 95,000.00 from established approved insurance company/ Bank which must remain valid for 30 days after tendered period of 120 days.</li> <li>vi. Dully filled, signed and stamped confidential business questioner.</li> <li>vii. Dully filled, signed and stamped form of tender</li> </ul> <p><b>Evaluation Methodology</b> will be a PASS/FAIL</p> <p><b>NOTE:</b> Bidders <b>MUST</b> meet <b>ALL</b> the above requirements to proceed to technical evaluation.</p>

### **Technical evaluation**

<b>S/NO</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
1	CV of the individual consultant	30
2	specific experience of the individual consultant related to the assignment-attach LSO/LPO/contracts	20
3	Proof of financial Capability-Audited books of accounts or bank statements.	20
4	adequacy of methodology and work plan in response to the Terms of reference	30

**Pass mark shall be 60%, those who shall score less than 60% shall not proceed to financial evaluation.**

### **Award Criteria**

The lowest evaluated bidder shall be awarded the tender.

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **CONSULTANCY FOR STRATEGIC PLAN FOR DIRECTORATE OF TRADE DEVELOPMENT**

#### **1.0 Background**

According to the Executive Order No. 1/2016 on “Organization of the Government of the Republic of Kenya”, released in May 2016, the following are the functions of the State Department of Trade:

- Trade Policy
- Buy Kenya Policy
- Promotion of Retail and wholesale Markets
- Business Registration Services
- Export Promotion
- Fair Trade Practices
- Coordination of Regional Trade matters – COMESA, AGOA, IOR-ARC & IGAD
- Trade Negotiations and Advisory Services
- Enforcement of International Trade Laws, Regulations and Agreements

Aligned to the state functions under the department of internal trade, The County Government of Kilifi wishes to develop a strategic plan to ensure realization of the Devolved functions and the national agenda on trade and investments.

PURSUANT TO section 15 of the Sixth Schedule to the Constitution as read with sections 23 and 24 of the Transition to Devolved Governments Act, 2012 and further to the Legal Notice No.16 of 2013, the Transition Authority approves the transfer of the functions specified in the Schedule to the county) government of Kilifi.

The mandate of County Directorate of Trade and Investment is to develop and manage trade and facilitate investments. The specific mandates as per gazette notice 16 of 2013 include;

Trade development and regulation:

- i. Trade and Markets development,
  - a. Coordination of Data collection, analysis and dissemination of trade information
  - b. Promotion of wholesale and retail trade and markets
  - c. Facilitating increased access to trade finance for the development of Micro and Small Enterprises
  - d. Profiling of domestic markets and SMEs to promote trade and investment opportunities

- e. Facilitating trade and investment promotion activities;
- f. Promoting entrepreneurial development and growth;
- g. Facilitating the growth, development and formalization of SMEs;
- h. undertaking market intelligence for domestic trade development;
- i. providing business counseling, training and providing extension services on trade matters;
- j. conducting surveys and mapping of various business activities
- ii. Trade licensing
- iii. Fair trade practices including-
  - a. verification of weighing and measuring instruments;
  - b. inspection of weighing and measuring instruments and pre-packed goods;
  - c. investigation of complaints relating to unfair trade practices; and
  - d. Prosecution of offences arising from unfair trade practices.

Aligned to the sector mission to provide an enabling environment that facilitates development of trade and investments for wealth creation and sustainable growth, the county Government aims develop a strategic plan that also breaks down the mandates and creates strategies in fulfilling the desired objective.

### **Objective**

The overall objective of this consultancy is to develop a three-year strategic plan to ensure the Department of Trade fulfills its mandate,

### **2.0 Scope of Work**

The scope of work for the consultant will include but not limited to the following;

- i. Review the vision and mission based on the Departments mandate;
- ii. Undertake stakeholder mapping and analysis;
- iii. Undertake a situation analysis of Trade and Investment promotion operations in the County while establishing existing gaps that require County's Operational and Legislative interventions;
- iv. Through a consultative process and application of an appropriate tool of analysis, identify focus areas, thrust areas, long term goals, and develop strategic objectives and key result areas for the same;

- v. Review the institutional capacity, sector framework and identified strategic objectives and key result areas; and make recommendations, if any;
- vi. Propose a strategy/ strategy for achieving the strategic goals, objectives and key results;
- vii. Develop a Results and Resources Framework for the plan period;
- viii. Hold stakeholder meeting(s) to validate the draft Strategic Plan;
- ix. Finalize Strategic plan and submit to the Department of Trade
- x. Prepare Annual Action Plans for the year 2020 to 2022 to include inter alia objectives, activities, resources mobilization, key results areas, KPIs and outcomes.

#### 4.0. Deliverables

- i. Draft Report
- ii. Final Report incorporating suggestions and recommendations The following deliverables should be included in the report
  - A Three-year strategic plan including a result, action plan and resources framework
  - Report on the process including stakeholder consultations

**Note:** All deliverables shall be submitted in 2 copies; in hardcopy and softcopy in editable form.

#### 5.0. Time Span

This assignment is expected to be carried out within a period of 90 man-days from the date of the award of the contract.

#### 6.0. Institutional Arrangements

The Consultant will report directly to the Chief Officer Trade, Tourism and Cooperative Development. The Department will provide relevant background documents necessary for the assignment including CIDP, National Trade Policy, Kilifi County Investment and Corporation Act, Kilifi County Microfinance (Mbegu) Fund Act, Draft Kilifi County Trade and Markets Bill etc. The Department shall be responsible for the coordination of meetings and other activities under the Consultancy.

#### 7.0. Expertise

##### a) Academic Qualifications

At least a master's degree in a relevant field in the area of Strategic Management, Business Administration, Public Management/Administration, development studies and other related fields.

##### b) Experience

- i. At least five years professional experience in strategic planning and management consultancy

- ii. Prior work experience in organizational and change management is an added advantage
- iii. Demonstrated experience in working with Government and other stakeholders in public sector development programs

**c) Skills and Competencies:**

- i. Ability to work with minimal supervision;
- ii. High level written and oral communications skills in English and Kiswahili;
- iii. Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity;
- iv. Demonstrate excellent interpersonal and professional skills in interacting with government and other stakeholders;
- v. Skills in facilitation of stakeholder engagements/workshops;
- vi. Evidence of having undertaken similar assignments;
- vii. Experience in research, policy development, trade, business development, management and other related work

**8.0 Payment Plan**

<b>Payment Plan</b>	<b>Milestones</b>
50%	On Submission & acceptance of Draft Report
50%	On Submission & acceptance of Final Report

**REPORTING REQUIREMENTS**

The Consultant shall provide a progress reports summarizing efforts underway to address the above scope of work, outlining problems and constraints encountered, and presenting issues for client decision-making, as needed.

Copies of the various reports covering the different stages of the study shall be submitted at the end of each stage by consultant.

**Chief Officer  
Trade, Co-operative Development and Tourism  
County government of Kilifi.**



## **SECTION IV - TECHNICAL PROPOSAL (TP)**

### **Notes on the Preparation of Technical Proposal**

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

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times' schedule.

*(to be prepared by the consultant as appropriate)*

## 1. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five 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.

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

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

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**2. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Contact</b>	<b>Task</b>

**2. Support Staff**

<b>Name</b>	<b>Position</b>	<b>Contact</b>	<b>Task</b>

**3. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

**Months (in the Form of a Bar Chart)**

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

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

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

**Signature:** \_\_\_\_\_  
(Authorized representative)

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

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

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

#### 4. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
<b>Activity (Work)</b>													
_____													
_____													
_____													
_____													

(b). Completion and Submission of Reports

Reports	Date
<b>1. Inception Report</b>	
<b>4. Interim Progress Report</b> <b>(a) First Status Report</b> <b>(b) Second Status Report</b>	
<b>3. Draft Report</b>	
<b>4. Final Report</b>	

## **SECTION V- FINANCIAL PROPOSAL (FP)**

### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. 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 consultant as appropriate)*

**SECTION VI- STANDARD CONTRACT FORM**

**1. STANDARD CONTRACT FORM**

**INDIVIDUAL PROFESSIONAL CONSULTANTS**

**(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.”

*(Appendices A, B, and C to be prepared as appropriate)*

- 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 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 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 \_\_\_\_\_

**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

2.

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Kilifi County Government Department of Lands, Energy, Housing Physical Planning, and Urban Development*)

Request for review of the decision of the..... (*Kilifi County Government Department of Lands, Energy, Physical Planning, Housing and Urban Development*) of .....dated the...day of .....20.....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 of .....20.....

SIGNED, Board Secretary

**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 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: <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> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....				
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	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 <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.	.....	.....	.....
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Date ..... Signature of Candidate .....																													

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**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 \_\_\_\_\_