
REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

TENDER NO: MC/44/05/2016-2017

REQUEST FOR PROPOSAL (RFP)

PROVISION OF CONSULTANCY SERVICE TO CARRY OUT END TERM REVIEW
OF THE COUNTY INTEGRATED DEVELOPMENT PLAN (CIDP) 2013-2017

CLOSING DATE: FRIDAY, 24th MARCH 2017

EMPLOYER

MIGORI COUNTY GOVERNMENT
P.O. BOX 195 -40400
SUNA-MIGORI

REPRESENTED BY

COUNTY CHIEF OFFICER – FINANCE AND ECONOMIC PLANNING

FOR THIS TENDER:

THE EMPLOYER'S TECHNICAL REPRESENTATIVE IS:-
COUNTY DIRECTOR ECONOMIC PLANNING
MIGORI COUNTY GOVERNMENT
P.O. BOX 195 -40400
SUNA.

CONTENTS

INVITATION TO BIDDERS.....	2
INSTRUCTIONS TO TENDERERS.....	3
SECTION I: INFORMATION TO CONSULTANTS.....	3
SECTION II: SPECIAL CONDITIONS AND TERMS OF REFERENCE (TOR)	10
SECTION III- TECHNICAL PROPOSAL (TP)	14
SECTION IV- FINANCIAL PROPOSAL (FP)	24
APPENDIX TO CONDITIONS OF CONTRACT	29
STANDARD FORMS.....	33
1. FORM OF TENDER	34
2. FORM OF AGREEMENT	35
3. FORM OF TENDER SECURITY	37
4. PERFORMANCE BANK GUARANTEE ..ERROR! BOOKMARK NOT DEFINED.	
5. PERFORMANCE BOND.....	38
6. BANK GUARANTEE FOR ADVANCE PAYMENT .. ERROR! BOOKMARK NOT DEFINED.	
7. QUALIFICATION INFORMATION.....	40
8. TENDER QUESTIONNAIRE.....	44
9. CONFIDENTIAL BUSINESS QUESTIONNAIRE	45
10. DETAILS OF SUB-CONTRACTORS	46

INVITATION TO BIDDERS

PROVISION OF CONSULTANCY SERVICE TO CARRY END TERM REVIEW OF THE COUNTY INTEGRATED DEVELOPMENT PLAN (CIDP) 2013-2017

1. The County Government of Migori has allocated funds to the Directorate of Finance and Economic Planning during the financial year 2016/2017 to finance the sector activities. The sector's objective is to ensure that there is an integrated economic plan for five years.
2. The Government intends to use part of these funds to for consultancy services to carry out end term review of the county integrated development plan (CIDP) 2013-2017
3. The Migori County Government through the Ministry of Finance and Economic Planning proposes to procure the services of an experienced and qualified consultant to carry out the above services.
4. Interested eligible bidders may inspect, view, obtain and download the tender document from Migori County's website www.migori.go.ke **FREE OF CHARGE**.
5. 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.
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with TENDER NAME and the TENDER NUMBER and addressed to;

**THE ACCOUNTING OFFICER,
MIGORI COUNTY GOVERNMENT
P.O. BOX 195 – 40400,
SUNA- MIGORI**

And deposited in the Tender Box located at the entrance of Supply Chain Management Office so as to be received not later than **Friday, 24TH March 2017 at 10.00am**

7. Tenders shall be opened immediately thereafter in the presence of the bidders or their representatives who may choose to attend. Late bids will be rejected .

Ag.HEAD, SUPPLY CHAIN MANAGEMNT SERVICES
FOR: THE ACCOUNTING OFFICER
MIGORI COUNTY GOVERNMENT

INSTRUCTIONS TO TENDERERS

SECTION I: INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The County of Migori will select a 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 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 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 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 The Consultants 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 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 consultant amends the RFP. Any amendment shall be issued in writing,

fax or email to all invited 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 consultant's proposal shall be written in English language.

In preparing the Technical proposal, the consultants are expected to examine the documents comprising the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.2 While preparing the Technical proposal, the consultant must give particulars attention the following;

(a) If a 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. The consultant will not propose other consultants invited to submit proposals for the assignment.

Any 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.

2.3.3 The Technical proposal shall provide the following information;

a) The 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 consultants' involvement.

2.3.4 Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.

2.3.5 A description of the methodology and work plan for performing the proposed assignment.

2.3.6 Any additional information requested in the special conditions of contract.

2.3.7 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Submission, Receipt and opening of proposals

- 2.4.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants. Any such corrections must be initialled by the consultant.
- 2.4.2 For each proposal the consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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.
- 2.4.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, and the original and all copies of the financial proposal in a sealed envelope duly marked “**FINANCIAL PROPOSAL**”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “**DO NOT OPEN**” before **24th March, 2017 at 11.00 a.m.**
- 2.4.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the consultant submitting the proposals.
- 2.4.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial Proposals shall be marked with the consultants 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 them.

2.5 Evaluation of the Proposal (General)

- 2.5.1 From the time the proposals are opened to the time of the contract award, if any 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 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 consultant proposal.
- 2.5.2 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.

2.5.3 Preliminary Evaluation

The preliminary evaluation will entail assessing the responsiveness of the bidders who **must** provide the following:

- i. Certificate of registration/incorporation
- ii. VAT certificate
- iii. PIN certificate
- iv. Tax compliance certificate
- v. Audited financial statements (latest)
- vi. Technical Proposal and Financial Proposal on separate envelopes

Bidders who respond to the above requirements proceed to technical evaluation

2.6 Financial proposal

2.6.1 In preparing the financial proposal, the 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.

2.6.2 The Financial proposal should include the payable taxes.

2.6.3 The fees shall be expressed in Kenya Shillings.

2.6.4 The Financial proposal must remain **valid for 90 days** after the submission date. During this period the 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.

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

2.3.9 **The Financial evaluation** total score will be **20%** and will be assessed as follows:

- i. Availability of bid bond 2% of tender sum in banker's cheque or bank guarantee
- ii. Correctness of the calculations
- iii. The total cost proposed inclusive of taxes is + / - 10% of the budget planned for the consultancy

The final score will constitute the technical score added to the financial score, which will ranked to determine the winner.

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

NO	THE SCORING CRITERIA CONSIDERS THE FOLLOWING ISSUE MAX SCORE	%
1	Demonstrated understanding of the assignment as evidenced by the relevance and comprehensiveness of proposal to the terms of reference, and suitability and efficiency of the approaches, work plan and methodologies proposed	25
2	Specific professional experience of the consultants related to the assignment within the last 5 years (using at least three previous experiences) based on consultancies undertaken <ul style="list-style-type: none"> • Job analysis • Specific experience in carrying out similar tasks • Specific experience in preparing project completion reports 	25
3	Education and related Competence relevant to this TOR as evidenced in the proposal staff, their qualifications and experience as shown on their CVs. Relevant Masters/PhD First degree in the specified field Additional qualifications in specialized fields Diploma certificate	20
4	References from three previous clients knowledgeable about the Consulting firm as evidenced by the previous assignments and their relevance to the TOR	3
5	Compatibility with the stated timelines: the activity plan and completion schedule in the proposal	5
6	Demonstrated capacity and ability of the firm to accomplish and produce quality work within the specified time based on field and office equipments to be used.	2
	Sub-Total	80

*The minimum technical score shall be **65% out of the possible 80%**. All technical proposals that do not meet the minimum score shall be considered non-responsive and their corresponding financial proposals shall be returned.*

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 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 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 presence of the consultants who choose to attend the opening. The name of the consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

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

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

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 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** = 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 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 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 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 consultants that they were unsuccessful and return the financial proposals of the consultants who did not pass technical evaluation.

2.10.2 The selected consultant is expected to commence the assignment on the date indicated in the contract 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 consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning consultant has been notified that he/she has been awarded the contract.

SECTION II: SPECIAL CONDITIONS AND TERMS OF REFERENCE (TOR)

OBJECTIVES AND SCOPE OF WORK

The broad objective of this consultancy is to assess the level of performance of the county based on the county integrated development plan for 2013-17. The consultancy aims to provide a detailed performance of indicators for all sectors in the county government to assess the level impact of county activities since 2013.

With reference to the County Integrated Development Plans, Fiscal strategy documents, all sectoral government policies both national and county, M&E plans and all other relevant county and national documents, the consultancy will undertake a thorough qualitative and quantitative assessment of the development plans and implementation reports of all sectors for the period 2013-2017.

The aim of the terms of reference is to collect relevant information and to evaluate the impact of county activities at end term of the CIDP 2013-17, including an objective assessment of the performance of the indicators at the goal, outcome and output levels.

Specifically, the consultancy will:

- i. Assess overall county performance against targets, in terms of progress towards the achievement of the expected outputs, outcomes and impacts leading to the attainment of the overall goal.
- ii. Assess the effectiveness of the institutional framework, methodology, planning and budgeting processes and make recommendations for future implementation.
- iii. Critically and objectively verify sector specific indicators, and the end term Review indicators with a view to ascertain the degree to which component specific outputs, outcomes and impacts have been achieved.
- iv. Assess the county implementation approach with a view to identify successful approaches that can be replicated and lessons learnt and recommend areas or approaches that need to be improved per component.
- v. Assess the soundness of the implementation strategies for projects and programmes included in the CIDP 2013-2017
- vi. Examine the status of disbursements and expenditures to/per sub counties and sectors provide value for money assessment for key investments.
- vii. Assess the impacts of social constraints in the achievement of county objectives.
- viii. Establish implementation challenges, lessons learnt and sustainability mechanisms put in place and appropriate recommendations.
- ix. Assess the robustness of the resource mobilization framework (resources locally generated and those from national and other sources) including attainment of targets set in the CIDP
- x. Identify and propose projects and programs that can inform the next CIDP for the period 2017-2022.
- xi. Recommend financing options for other projects and programmes that have not been feasibly implemented within the period 2013-2017

5.2.2 INFORMATION TO CONSULTANTS

1.1 A) Submission of Proposals

The proposals shall be submitted in two separate sealed envelopes for **technical** and **financial**. The original and a copy of the technical proposal shall be placed in a sealed envelope and clearly marked “**Technical Proposal to undertake Consultancy Service to carry out End Term Review of the County Integrated Development Plan (CIDP) 2013-2017**”, and the original and copy of the financial proposal in a sealed envelope clearly marked “**Financial Proposal Consultancy Service to carry out End Term Review of The County Integrated Development Plan (CIDP) 2013-2017**” The two sealed envelopes should be placed in an outer envelope and sealed. The outer envelope shall bear the **submission address and relevant tender Reference Number**.

Note:

- i. The Technical proposal should specify how the assignment will be done (detailed methodology and approach that includes criteria to select the Project activities for the study and time frame/activity plan), firm’s capability statement including at least three written references from former clients on similar assignments, personnel competencies and their CV’s and equipment to be used.

The client will discuss the proposal with the successful Consulting firm only

- ii. The Financial Proposal in Kenya shillings should include activity based itemized total cost needed to carry out the assignment, consultant’s professional fees and justifiable anticipated reimbursable expenses.

The costs should remain valid for a period of 90 days after evaluation. Costs should include all applicable government taxes

- iii. The financial proposal should be accompanied by a tender bid bond of **2% of the total amount quoted** in form of a Banker’s cheque or a Bank guarantee which should remain valid for a period of 90 days from the date of tender opening.
- iv. All proposals shall not be withdrawn for a period of 90 days from the date of submission otherwise the bid bond shall be forfeited.
- v. Proposals received after the specified date shall not be considered.
- vi. To ensure that all proposals are treated equally, any request for clarification must be in writing and the response shall be communicated in writing to all bidders.
- vii. The technical and financial proposals must be written in English language.

1.2 B) Qualification of the Consulting Firm

The consulting firm shall be of unquestionable reputation with qualified personnel. The personnel and firm shall have extensive experience and knowledge, particularly in providing such kind of consultancies to Government, Development partners, private sector or groups of communities.

The firm must have individual experts for each sector and especially the lead person possessing the following.

- Experience in carrying out project Design/formulation, appraisals endterm & midterm reviews and evaluations of not less than 5 years
- Masters degree or higher qualification in any of the following fields: Economics, Social Sciences or Development studies, Project Management or a closely related field

In addition to the above, the consultant/firm must:

-
- Submit Curriculum Vitae of the lead consultant and the other team members, who must be available for the assignment as specified in the work schedule. Key information should include the number of years worked for the entity and the responsibilities held in the various assignments during the last 5 years
 - Submit client particulars for works done within the last 5 years. This should include the client name and contact addresses (Telephone, Email and physical addresses) and the details of works completed
 - Submit proposed methodology to deliver the assignment, the overall framework and importantly, plan of implementation of the assignment
 - Knowledge and familiarity of the county by the consulting firm will be an added advantage as this will allow the consultants to conceptualize the implementation approach and thus be able to provide relevant and applicable information on impacts and give appropriate recommendations.

The consulting firm will assemble a team of professionals (sector specialists) with wide experience and competences in the following fields:

1. Institutional Management;
2. Financial and Procurement Management;
3. Agriculture and livestock development ;
4. Gender, Community Empowerment and Development;
5. Water Resources Management;
6. Civil Engineering
7. Public Health
8. Environment Management,
9. Education
10. Physical Planner
11. Economics

The experts shall be expected to have a master's degree in the relevant field and a minimum experience of 5 years.

An understanding of County Government operations will be an added advantage. The client shall be keen that the consulting firm reflects gender responsiveness in the team of professionals.

The consulting firm will ensure that a cohesive team under a team leader is constituted at the beginning of the process and will be retained until the assignment is completed to the satisfaction of the client.

1.3 C) Detailed Response Requirements

The proposal must be written in English, and include the following documents:

- i. A letter expressing interest signed by an authorized individual. The letter should include the Consultants physical address, mailing address, electronic mail address, fax number, and telephone number (both land and mobile).
- ii. Background information describing the business: including name, business address and number of years in consultancy works.
- iii. Description of relevant professional experiences in Project Design, formulation, Appraisal and Reviews & Evaluations as an independent consulting firm.
- iv. List of at least three 3 previous clients knowledgeable about the firm's performance. The information on previous clients must include the full name of the individual to contact, agency

or business name, mailing address, telephone number, fax number and the type of the consultancy works done. In addition the proposal should have three written references from former clients on similar assignments.

- v. Describe the level of technical competencies (including training, CVs and certifications) relevant to this invitation to bid for preparation of project completion report
- vi. Detailed itemized budget with accompanying justification.
- vii. Detailed number and type of equipments to be used in the assignment.
- viii. Statement indicating similar activity undertaken in the last five years.
- ix. Proposed activities, time schedule and framework of report.

Note: the proposal document in response to this invitation to bid will form part of the final contract agreement between Migori Country Government and the selected Consultant

1.4 D) Acceptance of Proposals

- i. Migori Country Government reserves the right to cancel, change or suspend this invitation to tender, or the contents of the documentation at any time prior to the full acceptance of any proposal.
- ii. Where any change is made, Migori Country Government will notify all respondents in writing and shall alter the tender invitation closing time as it finds appropriate. Migori Country Government may issue a supplementary notice, which shall be sent to all respondents and shall upon issue, become part of the tender documents.
- iii. The lowest price on any proposal will not necessarily determine its acceptance.
- iv. Nothing contained or implied in this document shall oblige Migori Country Government to discuss, justify or give reasons for any of its decisions or actions relating to this process or any individual proposal.
- v. *The consulting firm should prepare and submit two sealed separate proposals, one technical which should give details on how to do the job including personnel, equipments and materials without cost element, and a financial proposal which should include cost for each activity identified in the technical proposal (including professional, taxes and reimbursable costs etc). Both proposals should be put in an outer plain sealed envelope and addressed as provided above*

E) Confidentiality

The information collected and the resulting findings shall be the property of Migori County and shall not be divulged to any third party without express permission of the County Government

F) Time Frame

The survey is expected to take 6 weeks to be completed – the effective date shall be an agreed date after the award.

G) Deliverables

- Data Collection Tool and comprehensive work plan
- Comprehensive draft Report
- Final Report 2016

SECTION III- TECHNICAL PROPOSAL (TP)

Notes on the Preparation Technical Proposal

The Technical proposal shall be prepared and submitted by the consultants. It shall contain the following.

- Technical Proposal Submission Form
- Firm's References
- Comments and Suggestions of Consultants on the Terms of Reference and On Data, Services and Facilities to be provided by the Client
- Description of the Methodology and Work Plan for Performing the Assignment
- Details of Curriculum Vitae (CV) for Proposed Professional Staff
- Time Schedule for Professional Personnel
- Activity (Work) Schedule

(to be prepared by the consultant as appropriate)

TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To:
The County Secretary
Migori County
P.O Box 195 – 40400
Suna- Migori

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the consultancy services on a study on culture change in accordance with your Request for Proposal **Tender No.** (**RFP**)..... [*Date*] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a **separate** envelope].

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 Five Years

Client -1	Name of Organization		
	Address of Client		
	Contact Person		
	Telephone No.		
	Contract Description		
	Approx.Value of Services		
	Duration of Contract	Start Date (Month/Year):	
Completion Date (Month/Year):			

Client -2	Name of Organization		
	Address of Client		
	Contact Person		
	Telephone No.		
	Contract Description		
	Approx.Value of Services		
	Duration of Contract	Start Date (Month/Year):	
Completion Date (Month/Year):			

Client -3	Name of Organization		
	Address of Client		
	Contact Person		
	Telephone No.		
	Contract Description		
	Approx.Value of Services		
	Duration of Contract	Start Date (Month/Year):	
Completion Date (Month/Year):			

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.
- 3.
- 4.

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

5. COMPOSITION AND TASK ASSIGNMENTS

Consultant's Personnel (submit as Appendix B)

1. Technical/Professional Team

NO.	NAME	STAFF	TASK
1			
2			
3			
4			
5			

2. Support Staff

NO.	NAME	POSITION	TASK
1			
2			
3			
4			
5			

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

Days (in the Form of a bar Chart)

Name	Position	Report Due /Activities	1	2	3	4	5	6	7	8	9	10	Number of Days

Reports Due _____ Activities Duration _____

Full Name _____ Signature _____ Title _____
(Authorized Representative)

8. ACTIVITY (WORK) SCHEDULE

(a) Field Investigation and study items

Description of actual services provided by your staff

[1st, 2nd, etc are from the start of assignment] Narrative Description project: Days

Activities (Work)	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	etc

(b) Consultant's Reporting Obligations (submit as Appendix C)

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 (FP)

Notes on the Preparation of Financial Proposal

The following 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/expenditures per activity
- (e) Miscellaneous expenses

(To be prepared by the consultant as appropriate)

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To:
The County Secretary
Migori County
P.O Box 195 – 40400
Suna-Migori

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the consulting services for the consultancy services on a study on culture change - **Tender No. (RFP)** 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 and shall remain valid for 120 days from the opening date of the proposals.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMAY OF COSTS

Cost	Currency	Amounts
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No:	Description:
Price Component	Price Component
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Sub Total	

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No:		Name:		
Names	Position	Input (Staff months, days or hours as appropriate)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
(i)				
(ii)				
GRAND TOTAL				

5. BREAKDOWN OF REIMBURSABLE PER ACTIVITY

Activity No.		Name			
NO.	Names	Unit	Quantity	Unit Price	Total amount
1	Air Travel	Trip			
2	Road Travel	Kms			
3	Rail Travel	Kms			
4	Subsistence	Day			
	Allowance				
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No.....		Name:.....			
NO.	Names	Unit	Quantity	Unit Price	Total Amount
1	Communication costs (Tel., Telegram, Telex)				
2	Drafting, Reproduction of reports				
3	Equipment: Computers etc				
4	Software				
	Grand Total				

SECTION VI-SCHEDULE OF REQUIREMENTS

The consultant should submit itemized budget needed to carry out the consultancy as follows in the **financial proposal**:

ITEM	Unit	NO	RATE	AMOUNT
1. Hold review meetings with departmental heads including the CEC, Chief Officers, Directors and sub-county heads (Provide for conference facility, refreshments and transport reimbursement for at least 200 participants for 5 days in Migori Headquarters. Non residential)	No	1000		
2. Conduct briefing workshops with the MCAs to highlight the objectives of the exercise and collect their views on the implementations status of the CIDP (Provide for conference facility for at least 100 participants for 2 days in Migori Headquarters including transport reimbursement. Non residential)	No	200		
3. Conduct review workshops with the civil society groups and other implementers on the status of the CIDP (Provide for conference facility for at least 200 participants for 2 days in Migori Headquarters. Non residential)	No	400		
4. Hold Public participation forums at the ward levels to collect public views on the implementation status of the CIDP (Provide for snacks/refreshments and lunches to at least 500 participants per ward for 40 wards)	No	20,000		
5. Hold Public participation forums at the ward levels to collect public views on the implementation status of the CIDP(Provide for hire of public address system and tents including picture taking in 40 wards)	No	40		
6. Hold Public participation forums at the ward levels to collect public views on the implementation status of the CIDP(Provide for transport allowances to the secretariat in 40 wards)	No	40		
7. Conduct validation workshop-Conduct a three days workshop to disseminate the findings of the public participations to the members of the county executive (Provide for conference facility for at least 200	No	800		

ITEM	Unit	NO	RATE	AMOUNT
participants for 4 days in Migori Headquarters. Non residential)				
8. Conduct a validation workshop with members of the public in Migori town (Provide for refreshments/snacks /lunches and transport to 500 members of the public drawn from 40 wards in the county)	No	500		
9. Production of hard copies of the CIDP (colored on a hard copy papers) Approx. 200 page copy document	No	3000		
10. Professional fees for individual consultants including lead consultants	No	11		
11. Provide for Administration costs including mobilization ,editing, typing, secretarial services, facilitation and other miscellaneous expenses during the entire exercises(30% of of the total project cost)	No			
Grand Total (including all taxes)				

Note: Additional sub item budget details of the above may be added if need be and attached as annex to the **Financial Proposal**.

APPENDIX TO CONDITIONS OF CONTRACT

Appendix to Instructions to Tenderers

The following instructions for the pre qualification of candidates shall supplement, complement or amend the provisions of the instructions to candidates.

Where there is a conflict between the provisions of the instructions to candidates and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to the candidates.

1. The employer is
The County Government of Migori
Address: P.O. Box 195 – 40400
Suna
2. Name of Employer's Representative:
County Chief Officer – Finance and Economic Planning
P. O. Box 195 – 40400
Suna
3. Migori County Government will select candidates among those that submit documents, in accordance with the method of selection detailed under this section.
4. Candidates will be asked required to quote prices in accordance with the schedule of prices provided in this tender document.
5. Prices quoted should be net inclusive of all taxes and must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.
6. Clarifications on this tender document and or any further correspondence shall be made to the address specified below.

CHIEF OFFICER, – FINANCE AND ECONOMIC PLANNING
MIGORI COUNTY GOVERNMENT
P.O. BOX 195-40400
SUNA-MIGORI **and copied to*

HEAD OF SUPPLY CHAIN MANAGEMENT
MIGORI COUNTY GOVERNMENT
P.O. BOX 195-40400
SUNA-MIGORI.
E-mail address : procurement.migoricounty@gmail.com
7. Tender documents shall be submitted in the following English language.
8. Tender closing date shall be **Friday 24TH March 2017 at 10.00am**
9. Candidates must submit an original and one additional copy of each tender:

The tender submission address is:

CHIEF OFFICER, FINANCE AND ECONOMIC PLANNING
MIGORI COUNTY GOVERNMENT
P.O. BOX 195-40400
SUNA-MIGORI.

10. The TENDER submission must be done not later than the date specified in the invitation to tender
11. Expiry of this contract shall be dependent on the tender validity period or as shall be validated otherwise.

SECTION D:

STANDARD FORMS

- (i) Form of Tender
- (ii) Form of Agreement
- (iii) Form of Tender Security
- (iv) Performance Bond
- (ix) Qualification Information
- (x) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (xi) Details of Sub-Contractors

1.0 FORM OF TENDER

TO: _____ [Name of Employer) _____ [Date]
_____ [Name of Contract]

Dear Sir,

In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]

We undertake, if our tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.

We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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 tenders for and on behalf of _____ [Name of Tenderer] of _____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

2.0 FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered
office is situated at] _____
(hereinafter called “the Employer”) on the one part AND
_____ of [or whose registered
office is situated at] _____
(Hereinafter called “the Contractor”) on the other part.

WHEREAS THE Employer is desirous that the Contractor executes

(*Name and identification number of Contractor*) (Hereinafter called “the **Works**”) located
at _____ [*Place/location of the Works*] and the Employer has
accepted the tender submitted by the Contractor for the execution and completion of such
Works and the remedying of any defects therein for the Contract Price of
Kshs _____ [*Amount in figures*], Kenya
Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and shall be read and construed as part of this
Agreement i.e.

- (i) Letter of Acceptance
- (ii) Form of Tender
- (iii) Conditions of Contract Part I
- (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
- (v) Specifications
- (vi) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby Covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (

i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

3.0 FORM OF TENDER SECURITY

WHEREAS (herein after called “the Tenderer”) has submitted his tender dated for Construction ofproject..... (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (120) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

<i>[Date]</i>	<i>[Signature of the Bank]</i>
<i>[Witness]</i>	<i>[Seal]</i>

4.0 PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at) _____ as Principal (hereinafter called “the Contractor”) and _____ of [or whose registered office is situated at] _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ of [or whose registered office is situated at] _____ as Oblige (hereinafter called “the Employer”) in the amount of Kshs. _____ [amount of Bond in figures] Kenya Shillings

_____ [amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____ [name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____ In the presence of; Name _____

Address _____ Address _____

Signature _____ Signature _____

Date _____ Date _____

5.0 QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last three years

Year	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Major items of Contractor's Equipment proposed for carrying out the Works.
List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.
- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.
-
- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.
- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.
-

1.6 Proposed program (work method and schedule) for the whole of the Works.

Descriptions, drawings and charts as necessary to comply with the requirements of the tendering documents

6.0 TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

7.0 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 – shs.....
Name of your bankers Branch.....

Part 2 (a) – Sole Proprietor
Your name in full Age
Nationality Country of origin
5.5.2 Citizenship details

Part 2 (b) Partnership																				
Given details of partners as follows:																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <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.....			
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																				
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Name	Nationality	Citizenship Details	Shares																	
1.....																				
2.....																				
3.....																				
4.....																				

Date	Signature of Candidate
------------	------------------------------

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

8.0 DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

(i) Full name of Sub-contractor
and address of head office:

.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:

.....

.....

(2) Portion of Works to sublet (not more 25% of contract value)

.....

(i) Full name of sub-contractor
and address of head office:

(ii) Sub-contractor's experience of similar works carried out
in the last 3 years with contract value:.....

(Signature of Tenderer)

Date