

SECTION 1 – LETTER OF INVITATION

To: Interested, Eligible Candidates

Date: 6th January, 2017

Dar Sir/Madam

RE: Provision of Consultants Services – Development of County Resource mapping using the Balanced Score card Approach. CGL/TR/FIN/041/2016-2017

The Lamu County Treasury now invites sealed tenders from eligible and competent Consultant Firms for the provision of Consultancy Services – Development of **County Resource Mapping** using the Balanced Score Card Approach.

Tender Document detailing the requirements may be obtained from our web www.lamu.go.ke. The Tender document shall be accompanied by the following Mandatory requirements for preliminary evaluation:-

1. Certificate of Company Registration in existence for at least Five (5) years
2. Current valid Tax compliance certificate
3. Audited Accounts for the last three years (2012/13, 2013/14 & 2014/15)
4. Professional Indemnity from a reputable insurance/bank
5. Firm Accreditation/affiliation Certificate to relevant professional body
6. Three major Clients in the last 3 years
7. List of Directors with respective shareholding & details of citizenship

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

Completed Tender document in a plain sealed envelope enclosing separately (in “Original” and “Copy”) clearly marked **Provision of Consultants Services – Development of Lamu County Resource mapping using the Balanced Scorecard Approach – Tender No. CGL/TR/FIN/041/2016-2017**, as per instructions in the tender document and addressed to:

**The Chief Officer Finance
Strategic & Economic Planning
P.O. Box 74 - 80500
LAMU**

Tenders shall be deposited in the Tender Box situated at ground floor, Treasury Building Entrance on or before **Thursday, at 10.30 a.m. on 19/1/2017**. Tenders will be opened immediately thereafter at Treasuries Offices Board Room in the presence of Bidders or representatives who choose to attend.

This Procurement Entity reserves the right to accept or reject any tender in whole or in part without giving reasons for its decision.

**ASSISTANT DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES
FOR: COUNTY SECRETARY**

LAMU COUNTY
SECTION 11:- INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1. The County Treasury shall select a firm amongst those interested
Firms who will submit proposals in accordance with the method of selection detailed in Section 1
- 2.1.2. The Consultants are invited to submit Technical Proposal and Financial Proposal in Separate envelopes. The proposal will be the basis of Contract negotiations and Ultimately, a signed Contract
- 2.1.3. The consultants must familiarize themselves with local conditions and take them into Account in preparing their proposals. To obtain first hand information on the on the local conditions, consultants are encouraged to liaise with **Asst. Director Supply Chain Management Services** Lamu County regarding required clarifications before submitting a proposal.
- 2.1.4. Please note that:
- (i) The costs of preparing the proposal and the negotiating the Contract, including any visit to the **SITE** are not reimbursable as a direct cost of the assignment.
 - (ii) This **ENTITY** is not bound to accept any of the proposals submitted.
- 2.1.5. The **Lamu County Government** employees, committee members, and their relative (Spouse and children) are not eligible to participate.
- 2.1.6. The price to be charged for the tender document shall be Kshs. 1,000/=

2.2. Clarification and Amendment of RFP Documents

- 2.2.1. Consultants may request a clarification of the RFP documents only up to seven (7) days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Lamu **County** Treasury address. The **Entity** will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation to the query but without identifying the source of inquiry) to all interested consultants who have registered at the procurement office and bought the tender document and intend to submit proposals.
- 2.2.2. At any time before the submission of proposals, the **Lamu County Procurement Entity** For any reason whether at his own initiative or in response to a clarification requested by An invited firm, amend the R.F.P. Any amendment shall be issued in writing through ddenda. Addenda shall be set by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The **Procurement Entity** may at its discretion extend the deadline for the submission of proposals.

2.3. Preparation of Technical Proposal

2.3.1. The Consultation proposal shall be written in English language

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

2.3.3. While preparing the Technical Proposal, consultants must give particular attention To the following:-

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultants(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants who have or intend to submit a bid for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) It is desirable that the majority of the key professional staff be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff must have a minimum qualification and experience.
- (iv) Alternative professional staff shall not be proposed and only Curriculum Vitae (C.V) may be submitted for each position.

2.3.4. The Technical Proposal shall provide the following information using the attached Standard Forms.

- (i) A brief description of the firm's of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia* the profiles of the staff proposed duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, list of services and facilities to be provided by the PE.
- (iii) Methodology and work plan for performing the assignment.
- (iv) A list of staff team by specialty and the tasks that would be assigned to each staff member.
- (v) CV's recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last **Three (3)** years

- (vi) Estimates of the total staff input (professional and support staff- staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring training, if Appendix “A” specifies training as a major component of the assignment
- (viii) Any additional information requested in Appendix “A”

2.3.5. The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section v). It lists all costs associated with the assignment including (a) remuneration of staff (in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem housing), transportation (international and local, formobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys and training, it is a major component of the assignment. It appropriate these costs should be broken down by activity.
- 2.4.2. The Financial Proposal should clearly identify as a separate amount, the taxes duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel.
- 2.4.3. Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4. Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Forms.
- 2.4.5. The Proposal must remain valid for **120 days** after the submission date. During this period the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The **Lamu County PE** will make its best effort to complete negotiations within this period.
- 2.5. Submission, Receipt, and opening of Proposals
 - 2.5.1. The Original proposal (Technical Proposal and, Financial Proposal) shall be prepared In indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or persons authorized to sign the proposals.
 - 2.5.2. For Each proposal, the consultants shall prepare (2) Two copies. Each Technical Proposal and financial proposal shall be marked “**ORIGINAL**” of “**COPY**” as appropriate. If there

are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3. The original and 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 clearly marked **“FINANCIAL PROPOSAL”** and warning. **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address and be clearly marked **‘DO NOT OPEN, EXCEPT IN PRESENCE OF OPENING COMMITTEE.’**

2.5.4. The completed Technical and Financial Proposal must be delivered at the **Treasury Building LAMU on or before Thursday, 19/1/2017 at 10.30 am.** Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5. After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and kept custodian by a responsible officer of the **Lamu County Treasury** department up to the time for public opening of financial proposals

2.6. Proposal Evaluation General

2.6.1. From the time the bids are opened to the time the Contract is awarded, if any consultant Wishes to contact the **Lamu County PE** on any matter related to his proposal, he should do so in writing. Any effort by the firm to influence the **Lamu County PE** in the proposal evaluation, proposal comparison or Contact award decisions any result in the rejection of the consultant’s proposal.

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

2.7. Evaluation of Technical Proposal

2.7.1. Only firms who shall have meet the preliminary evaluation/mandatory requirements will qualify for Technical evaluation.

2.7.2. The evaluation committee appointed by the Accounting Officer Lamu County PE shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria set before;

Bidding Firm’s Name				
	Evaluation Criteria	Maximum Weight (%)	Justification/Comments and Section/Page Covered in the proposal	Score
TS.1	Firms experience	30		
	3 years Experience in			

	Resource Mapping - Prorated – 20 points			
	3 large Public corporate clients – prorated – 10 points			
TS.2	Lead consultant qualification & Experience	20		
	Masters in Strategic Management 10 points			
	3 years experience after attaining Masters - 5 points prorated			
	Professional Certification and Membership – 5 points			
TS 3	Composition of other team	20		
	Masters in related field 2X5 – 5 points			

	5 years Experience of individual consultant in similar assignment – 5 points prorated			
	Professional Certification and Membership – 5 points			
TS 4	Specific experience & work done in the following areas	10		
	Performance Management in Resource Mapping – 5 points			
	Culture change management – 3 points			
	Performance incentives & Reward Management – 1 point			
	Organization design and Resource Mapping planning – 1 point			
TS 5	Methodology to be applied in the assignment	20		
	Understanding of client requirements and well articulated plan of action.- 5 points Development of new growth Oriented Resource Mapping Plan - 5 points Period of undertaking the			

	project – 2 points.			
	Culture change management methodology - 4.points			
	Implementation support proposal – 4 points			
	Total Maximum (TS)	100		

Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this state if it does not respond to important aspects of the Terms of Reference.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the **PE** shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The **PE** shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is opened to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2. The Financial Proposal shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. **Lamu County Governments PE** shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4. The formulae for determining the Financial Score (FS) shall, unless otherwise be as follows:- $FS = 100 \times \frac{FM}{F}$ where FS is the financial score: Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.
- 2.8.5. Proposal will be ranked according to their combined technical (TS) and financial (FS) scores using the weights T =the weight given to the Technical Proposal: p = the weight given to the Financial Proposal; $T + p = 1(100\%)$. The combined technical and financial score, CS, is calculated as follows $CS = TS \times T \% + FS \times P\%$

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

The weighted Scores for Technical Evaluation (T) are 80% and that of the Financial Evaluation (P) is 20%

Combined Scores will be	Calculation	Where
Combined Scores (CS)	TS X 80% + FS X 20%	TS = Technical Score FS= Financial Score
TOTAL Maximum (CS)	100	

- 2.8.6. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.7. Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8. Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.8.9. Price variation requests shall be processed by the **Lamu County Project implementation Team** within 30 days of receiving the request.
- 2.9. **Negotiations**
- 2.9.1. Negotiations will be held at the same address as “address to send information to the **Lamu County Governments PE**. The aim is to reach agreement on all points and sign a contract.
- 2.9.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The **Lamu County Governments PE** and the firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff months, logistics and reporting. The work plan and final Terms of Reference will then be incorporated in the “Descriptions of services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the **Lamu County Governments PE** to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4. Having selected the firm on the basis of, among other things an evaluation of proposed key professional staff, the **Lamu County Governments PE** expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the **PE** will require assurances that the experts will be actually available. The **Lamu County PE** will not consider substitutions contract negotiations unless both parties agreed that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

2.10. **Award of contract**

2.10.1. The contract will be awarded following negotiations. After negotiations are complete, the **Lamu County Governments PE** will promptly notify other consultants who have shown interest that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date that will be specified by **Lamu County Governments PE**

2.10.3. The parties to the contract shall have it signed within 30 days from the date of notification of the contract award unless there is an administrative review request.

2.10.4. The **Lamu County Governments PE** may at any time terminate procurement proceedings before contract and shall not be liable to any person for the termination.

2.10.5 The **Lamu County Governments PE** shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

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

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

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

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

2.11 **Confidentiality**

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

2.12. **Corrupt or fraudulent practices**

2.12.1. The **Lamu County Governments PE** requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corruption or fraudulent practices.

- 2.12.2. The **Lamu County Governments PE** will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3. Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS

Clause Reference

- 2.1. The name of the client is **LAMU COUNTY GOVERNMENT- FINANCE**
- 2.1.1. The method of selection is **QCBS Lowest evaluated proposal/tender** – quality of proposal and price taken into consideration as a combination.
- 2.1.2. Technical and Financial Proposals are requested **in separate envelopes** the name, objectives, and description of the assignment is: **Development of County Resource mapping using the Balanced Score card Approach.**
- 2.1.3. A pre-proposal conference will **not be held**
- 2.1.4. The name(s), address (es) and contacts of the **Lamu County Procurement PE** Official(s) is The Chief Finance Officer P.O. Box 74-80500, Lamu
- 2.1.5. The **Lamu County Governments PE** will provide the following inputs:-
- i) Hiring of Hall
 - ii) Payment of participants allowances
- 2.1.6. The estimated number of professional staff required for the assignment is: - **Firm to Propose.**
- The minimum required experience of proposed lead consultant is: - **Masters in relevant field, degree in management, Professional Certification in relevant field and 3 years experience as a consultant in similar assignment. PhD as an added advantage.**
- 2.1.7 Training is a specific component of this assignment:
- Additional information in the Technical Proposal includes:-**
- 2.1.8. Taxes: *[Specify firm's liability Nature, sources of information]:*
- 2.5.2. Consultants must submit **one original** and **one copy** of each proposal.
- 2.5.3. The proposal submission address is Lamu County Treasury Building Tender box situated **situated at entrance**. Information on the outer envelope should also include: **Tender number and Name**
- 2.5.4. Proposals must be submitted not later than Thursday, **19/1/2017 at 10.30 a.m.** in Treasury Building
Lamu.
- 2.6.1. The address to send information to the **Lamu County Governments PE** is:-

**The Chief Finance Officer
Finance Strategy and Economic Planning
P O BOX 74-80500
County Treasury
Lamu**

2.6.3 The minimum technical score required to pass for financial stage is 65%

2.7.1 Alternative formulae for determining the final score is as follows:-
the weights given to the Technical and Financial Proposals are:-

$$T = 0.80$$

$$P = 0.20$$

2.9.2 The assignment is expected to commence on, date indicated in the signed contracts.

SECTION 111:- TERMS OF REFERENCE

3.0 TOR Resource Mapping Lamu County

Project	Resource Mapping Lamu County
Position type	Short-term consultancy
Study/assessment topic	Consultancy assignment for Resource Mapping Lamu County to identify current revenue collection, collectable revenue and possible new avenues that that can be exploited to realize more revenue
Position location	Lamu County
Duration	120 days
Reporting to	Chief officer - Department of Finance, Strategy & Economic Planning, Lamu County
Working with	Department of Finance, Strategy & Economic Planning, Lamu County

3.1 Introduction

The County Government of Lamu through department of Finance, Strategy and Economic Planning is mandated to collect taxes as per the PFMA 2012. The county is mandated to collect Property and Entertainment Taxes. A clear policy on revenue enhancement required. The county government of Lamu does not have a revenue enhancement Master Plan (master plan). This has resulted in unplanned and unrealistic revenue collection targets due to lack of baseline data on the net worth of county revenue.

3.2 Project Summary

For purposes of this paper, resource mapping is defined as a process whereby Lamu county:

- Identify its resources that facilitate smooth running of county businesses (to finance salaries, development, bills etc.)
- Strategize on its optimal realization of resources.
- Explore on community resources that can be tapped and raise revenue for county.
- Identify on existing limitations in revenue collection for the purpose of strategic improvement planning

3.2.1 What Resource Mapping Highlights and the Benefit

Resource mapping provides highlights for the county which resources they have, which resources they need, and which other resources are available but untapped or are under-utilized. Counties can then use this information to plan more effective use of their current resources.

3.2.2 Users

Resource mapping report will find application in all county departments alike for financial planning purposes. Financial planning will help to determine the objectives, policies, procedures and programs to deal with the financial activities of the county. With resource mapping, the county departments are aware of revenue levels and therefore they don't develop over ambitious budgets.

3.2.3 Finance & Economic Planning Department:

The resource mapping helps the department to establish exhaustively all the revenue sources for purposes of planning and budgeting.

It also establishes cycles in realization of revenue. Some revenues are seasonal e.g. revenue from seasonal farm produce, revenue from tourism among others.

3.2.4 Agriculture, Livestock & Fisheries department:

Kenya economy majorly relies on agriculture, as such; counties budgets are also financed far and large by agricultural activities. Resource mapping therefore points in the right direction for agricultural department to ensure that revenue from marketing of agricultural products is adequately collected.

3.2.5 Other department that may find resource mapping report important within the counties includes;

Health services

Education, ICT, culture & social services

Water, environment & natural resources

Roads, transport & public works

Administration & public services

Planning & physical development

Youth, sports & communication

3.2.6 Objective of the Assignment

The assignment is to carry out a comprehensive assessment in the project areas of Lamu County to identify the resource types that contribute revenue to the county which will serve as a baseline against which outcomes results will be measured at the end of the project.

The assessment will also help in providing programming information to define the revenue source opportunities to be strengthened to help the county to refine targeting criteria to be employed ensure that the county realizes more revenue.

This assessment will help confirm the capacity of each sub-county to contributing to revenue of the county. Specifically, the study will focus on diverse revenue stream looking at the excising as well as potential ones.

The survey undertaken will include:

- Resource profiling - an analysis of the current revenue situation, gaps and opportunities and vulnerabilities and challenges to be addressed. This will be through identification of value chains that have economic potential in both domestic and international markets.
- An comprehensive analysis of the market situation and capacity in relation to collectable revenue, - including but not limited to an analysis of business structures, purchasing patterns, transport and distribution networks, agricultural inputs systems.
- An assessment of the urban and rural market drivers and their role in revenue generation for the county.
- Recommendations for programmatic approaches to address the immediate priorities with regards to strengthening and expanding revenue collection systems.

3.3 Scope of Work

3.3.1 Desk Review

Review of existing secondary information and reports relevant to the project. This will provide an analysis and discussion of facts and data within the assignment context. The literature will include among others Project proposal, county budget, county's audited accounts and other relevant literature as will be found necessary by the consultant.

3.3.2 Survey Design

With the facilitation of the County Government of Lamu, the consultant will develop a participatory design where the main project stakeholders will be involved to give their input and views in the survey process. The data collection tools to be used will capture details of business including type of ownership, size and type of business among others. The tools developed will be pre-tested to ensure that enumerators and the study population alike have the same understanding of the assessment topics, and revised based on identified shortcomings.

The study will target business owners, community leaders and county officials to get the information. This study will use participatory assessment tools such as focus group discussions for community leaders and county officials as well as questionnaires for business owners. This will require that questions and tools used in the survey are open-ended to allow the collection of descriptive and detailed information from respondents. The qualitative component of the survey will provide a detailed understanding of revenue positions in the county.

3.3.3 Data Collection and Analysis

Field data collection will be implemented by enumerators selected from regions of origin and supervised by the consultant. This will give the exercise the credibility it requires for wider acceptance of the survey findings by the community. The consultant will use SPSS statistical software for data analysis and provide human resource to undertake the data analysis. A data mask will be developed for entering the completed questionnaires after finalization, following pre-testing. Enumerators will be trained by the consultant on how to collect and analyze data in the field to build capacity at that level. A combined analysis will be done for the collected data to allow program level conclusions to be drawn.

3.3.4 Presentation of the findings

The consultant will be responsible for writing and presenting the survey report working closely with the county government of Lamu. The report will document findings and provide a benchmark for measuring levels of revenue collection in relation to the collectable.

3.3.5 Deliverables

1. Inception Report to be reviewed by County Government teams: includes initial work plan and proposal for the survey outlining the proposed methodology, survey tools, process of data collection and analysis as well as final set of data-collection tools.
2. Draft report of the survey for the feedback and comments from County Government staff
3. Presentation on the main findings of the assessment.
4. Final report (three hard copies and a soft copy on CD ROM) in English which

includes:

- a. Summary;
 - b. Introduction;
 - c. Methodology;
 - d. Findings of the study; presented per sector
 - e. Conclusions and recommendations; in line with the findings
 - f. Electronic annexes with the site-by-site (sub-county) raw data used for the analysis.
5. Summary version of the final report to be shared with project communities.

3.3.6 Consultancy Period

The consultancy will be for 90 days including the travel days.

SECTION IV: - TECHNICAL PROPOSAL

4.0 Notes on the preparation of the Technical Proposals

In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk.

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

4.1. TECHNICAL PROPOSAL SUBMISSION FORM

..... *Date*

To:.....(*Name and address of Lamu County PE*)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for.....
..... (*Title of consulting services*) in accordance with your request for proposal dated.....(*Date*) and our Proposal. We are hereby submitting our proposal, which includes this Technical Proposal, (and a Financial Proposal sealed under a separate envelope – *where applicable*).

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

We remain,

Yours sincerely,

..... (*Authorized Signature*)

..... (*Name and Title of Signatory*)

..... (*Name of Firm*)

..... (*Address*)

4.2. 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 corporate entity or in association, was legally contracted.

Assignment name - Development of Resource Mapping Using the Balanced Score Card Approach		Name of the client
Location/physical address of the client:		Professional Staff provided by Your Firm/Entity/(profile):
Clients contact person for the assignment		Telephone/email
Address: Box Number		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		No. of months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Coordinator, Tam Leader) involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Service Provided by Your Staff:		

Firm's Name.....

Name and title of signatory:.....

4.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON:

.....
.....
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.....
.....
.....
.....

4.3.1. THE TERMS OF REFERENCE

- 1.
- 2.
- 3.
- 4.
- 5.

**4.3.2 THE DATA SERVICES AND FACILITIES TO BE PROVIDED BY LAMU
COUTY PROCURING ENTITY**

- 1.
- 2.
- 3.
- 4.
- 5.

**4.4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

4.5. TEAM COMPOSITION AND TASK ASSIGNMENTS

4.5.1. Technical/Managerial Staff.

NAME	POSITION	TASK

4.5.2. Support Staff

NAME	POSITION	TASK

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

Proposed position:.....

Name of Firm:.....

Name of Staff:.....

Profession:.....

Date of Birth:.....

Years with Firm:..... Nationality:.....

Membership in Professional Societies:.....

Detailed Tasks Assigned:.....

Key Qualifications:

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

Education:

(Summarized college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained)

Employment Records:

(Starting with present position, list in reverse order every employment held. List all positions held by staff members sine 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:.....

4.7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months(in the Form of a Bar Chart)

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

Reports Due.....

Activities Duration:.....

Signature.....
 (Authorized Representative)

Full Name:.....

Title.....

Address.....

4.8. ACTIVITY (WORK) SCHEDULE

4.8.1. Field Investigation and Study Items

(1st, 2nd, etc are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

4.8.2. 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 V. FINANCIAL PROPOSAL

5.0 preparation of financial proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. The cost should be broken done to be clearly understood by the **Lamu County Governments PE**.

The financial proposal shall be in Kenya Shillings

The financial proposal should be prepared using the Standard forms provided in this part.

5.1. FINANCIAL PROPOSAL SUBMISSION FORM

.....(Date)

To:.....
.....
.....

(Name and address of **Lamu County Governments PE**)

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

..... (Authorized Signature)

..... (Name and Title of Signatory)

..... (Name of Firm)

..... (Address)

5.2. SUMMARY OF COSTS

Costs	Currency (ies)	Amount(s)
Sub - total		
Taxes		
Total Amount of Financial Proposal		<hr/>

5.3 BREAKDOWN OF PRICE PER ACTIVITY

Activity No: ----- -----	Description: -----
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Sub Total	-----

5.4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No.-----Name-----				
Names	Position	Input (staff months days o hours as appropriate)	Remuneration Rate	Amount
Regular Staff (i) (ii) Consultants				
Grand Total				-----

5.5. REIMBURSABLES PER ACTIVITY

Activity No:.....Name.....

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

5.6. MISCELLANEAUS EXPENSES

Activity No:.....Activity Name.....

No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Description				
	Communication cost----- -----				
2	(Telephone, telegram, telex)				
	Drafting, reproduction of reports				
3	Equipment: Computers etc				
4	Software				-----
	Grand Total				

SECTION VI STANDARD FORMS OF CONTRACT

This Agreement (hereinafter called the “Contract”) is made the.....day of the month of...../month/year/, between.....[name of **Lamu County Governments PE** of[or whose registered office is situated at.....] location of office] hereinafter called the **Lamu County Governments PE** of the one part AND.....[name of consultant] of for whose registered office is situated at].....[location of office] (hereinafter called the “consultant”) of the other part.

WHEREAS

- (a) The **Lamu County Governments PE** has requested the Consultant to provide certain consulting services as defined in the General conditions of Contract attached to this Contract (hereinafter called the “Services”)
- (b) The Consultant, having presented to the **Lamu County Governments PE** that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:-

- 1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) The General Conditions of Contract:
 - (b) The Special Conditions of Contract
 - (c) The following appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub Consultants
 - Appendix E: Breakdown of Contract Price
 - Appendix F: Services and Facilities Provided by the **Lamu County Governments PE**
- 2. The mutual rights ad obligations of the **Lamu County Governments PE** and the Consultants shall be as set forth in the Contract: in particular.
 - (a) The Consultant shall carry out the Services in accordance with the provision of the contract and
 - (b) The **Lamu County Governments PE** shall make payment to the Consultant in accordance with the provision of the Contract.

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

For and on behalf of..... (Name of **Lamu County Governments PE** Full name of **Lamu County Governments PEs** *authorized representative*.....

[Title].....

[Signature].....

[Date].....

For and on behalf of.....[name of consultant]

[Full name of Consultant’s Authorized representative].....

[Title].....

[Signature].....

[Date].....

1.0.GENERAL CONDITIONS OF CONTRACT GENERAL PROVISIONS

1.1.Definitions

Unless the contest otherwise requires, the following terms whenever used in this contract shall have the following meanings:

- (a) “Applicable Law” means the Laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the contract signed by the Parties, to which these General conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed contract
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below:
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya
- (g) ‘Local Currency” means the Kenya Shilling
- (h) “Member” in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity Specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the **Lamu County Governments PE** under this contract.
- (i) “Party” means the **Lamu County Governments PE** or the Consultant, as the case may be and “Parties” means both of them.
- (j) “Personnel” means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the services or any part thereof.
- (k) “SC” MEANS Special Conditions of contract by which the GC may be amended or supplemented:
- (l) “Services” means the work to be performed by the Consultant Pursuant to this Contract as described in Appendix “A” and
- (m)“Sub Consultant” means any entity to which the Consultant Subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2.Law Governing the Contract

This Contract its meaning and interpretation and the relationship between the Parties shall be governed by the Law of Kenya.

1.3. Language

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

1.4.Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by

registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5.Location

The Services shall be performed at such locations whether in the Republic of Kenya or elsewhere as the **Lamu County Governments PE** may approve.

1.6.Taxes and duties

The consultant, Sub consultant(s) and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under Laws of Kenya the among of which is deemed to have been included in the Contract Price.

2.0.COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1. Effectiveness of Contract

This contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated.

2.2.Commencement of Services

The consultant shall begin carrying out the Services thirty (30) days after date the contract becomes effective or at such other date as may be specified.

2.3.Expiration of contract.

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date.

2.4.Modification

Modification of terms of conditions of this contract, including any modification of the scope of the services or the Contract Price, may only be made by written agreement between the parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which make a Party’s Performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an even (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the teams and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of time

Any period within which a Party shall, pursuant to this contract complete any action task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

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

2.6. Termination

2.6.1. By the Lamu County Governments PE

The **Procurement Entity** may terminate this Contract by not less than thirty(30) days' written notice of termination to Consultant, to be given after the occurrence of any of the event specified in this Clause.

- (a) If the Consultant does not remedy a failure in the performance of his obligations under the contract within thirty (3) days after being notified or within any further period as the **Lamu County Governments PE** may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the **Lamu County Governments PE** has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice”

Means the offering, giving, receiving or soliciting of any of value to influence the action of a public official in the selection process or a Contract execution.

“Fraudulent Practice”

Means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the **Lamu County Governments PE** and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non – competitive levels and to deprive the **Lamu County Governments PE** of the benefits of free and open completion.

- (e) If the **Lamu County Governments PE** in his sole discretion decides to terminate this contract

2.6.2.By the Consultant

The Consultant may terminate this Contract by not less than thirty(30) day's written notice to the **Lamu County Governments PE** such notice to be given after the occurrence of any of the following events.

- (a) If the **Lamu County Governments PE** fails to pay any monies due to the Consultant pursuant to this contract and not subject to dispute within sixty(60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

2.6.3.Payment upon Termination

Upon termination of this contract **Lamu County Governments PE** shall make the following payments to the Consultant.

- (a) Remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1. Reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3.0.OBLIGATIONS OF THE CONSULTANT

3.1.General

The consultant shall perform the services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act in respect of any matter relating to this Contract or to the Services, as faithful adviser to the and shall at all times support and safeguard the **Lamu County Governments PEs** legitimate interests in any dealing with Sub Consultants or third parties.

Conflict of Interests

1.2.1. Consultant Not to Benefit from Commissions Discounts, Etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract of the Services and Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant(s) and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this contract, the consultant shall not engage and shall cause his personnel as well as his sub consultant(s) and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the **Lamu County Governments PE**

on this contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchaser of such assets.

- (iii) Where the consultant as part of the services has the responsibility of advising the **Lamu County Governments PE** on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the **Lamu County Governments PE**. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of **Lamu County Governments PE**

3.2.1 Consultant and Affiliates Not to be Otherwise Interested in Project.

The Consultant agree that, during the terms of this Contract and after its termination, the Consultants and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services(other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

1.2.2. Prohibition of Conflicting Activities

Neither the consultant nor his sub consultant(s) nor their personnel shall engage, either directly or indirectly in any of the following activities.

- (a) During the term of this contract, any business or professional activities in the Republic of Kenya which would conflict with activities assigned to them under this contract or
- (b) After the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultant(s) and the personnel of either of them shall not, either during the term of this Contact or within two(2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract ;or the **Lamu County Governments PE** business or operations without the prior written consent of the **Lamu County Governments PE**.

3.4. Insurance to be taken out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any Sub Consultant(s) to take out and maintain at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the **Lamu County Governments PE** insurance against the risks and for the coverage, as shall be specified in the SC and (b) at the **Lamu**

County Governments PE request, shall provide evidence to the showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Consultant's actions requiring Lamu County Governments PE prior Approval

The Consultant shall obtain the **Lamu County Governments PE**. prior approval in

- (a) Entering into a Subcontract for the performance of any part of the Service
- (b) writing before taking any of the following actions.

- (c) Appointing such members of the personnel not listed by name in Appendix C (“Key personnel and Sub consultants”)

3.6. **Reporting obligations**

The Consultants shall submit to the writing before taking any of the following actions. the reports and documents specified in Appendix F in the form, in the numbers, and. within the periods set forth in the said Appendix

3.7. **Documents prepared by the Consultant to be the Property of the Lamu County Governments PE**

All plans drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the **Lamu County Governments PE**. the consultant shall no later than upon termination or expiration of this Contract, deliver all such documents and software to the **Lamu County Governments PE**. together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents

for purposes unrelated to this Contract without the prior approval of the other party.

CONSULTANTS PERSONNEL

4.0 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the **Lamu County Governments PE**.

4.1 Removal and or Replacement of Personnel

Except as the **Lamu County Governments PE**.

- (a) .may otherwise agree, no changes shall be in the Key Personnel, if for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Lamu County **Governments PE**. finds that any of the personnel have
 - (i) Committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) The Lamu County **Governments PE**. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the **Lamu County Governments PEs** written request specifying the grounds thereof provide as a replacement a person with qualifications and experience acceptable to the Lamu County **Governments PE**.
- (C) The Consultant shall have no claim for additional costs arising out of or incidental To any removal and/or replacement of Personnel

5.0. OBLIGATIONS OF THE LAMU COUNTY GOVERNMENTS PE.

5.1. Assistance and Exemptions

The **Lamu County Governments PE** shall use his best efforts to ensure that they provide the Consultant such Assistance and exemption as may be necessary for due performance of this contract.

5.2. Change in the Applicable Law

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

5.3. Services and facilities

The such Assistance and exemption as may be necessary for due performance of this contract shall make available to the Consultant the Services and facilities listed Appendix G

PAYMENTS TO THE CONSULTANT

6.1. Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the contract price and shall be fixed lump sum including all staff costs, Sub consultants' costs, printing communications, travel accommodation and the like used all either costs incurred by the consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2. the Contract Price may only be increased above the amount stated in Clause 6.2. if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price

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

6.3. Payment for Additional Service.

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

6.4. Terms and Conditions of payment

Payment will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Lamu County **Governments PE** specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4 if the Lamu County Government PE has delayed payments beyond thirty (30) days after the due date hereof, simple interests shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending

7.0. SETTLEMENT OF DESPUTES

7.1. Amicable Settlement

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

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party’s request for such amicable settlement may be referred by either party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of of the applying party.

SPECIAL CONDITIONS OF CONTRACT

Number of GC	Amendments of and Supplements Clauses in the General conditions of contract
1.1.(i)	The Members in Charge is MINISTRY OF FINANCE STRATEGY AND ECONOMIC PLANNING
1.4	<p>The address are: 74 80500, Lamu</p> <p>Attention: Mrs. Mariam Bunu Telephone 0721-357938 Telex: Facsimile Consultant:..... Attention:..... Telephone:..... Telex:..... Facsimile.....</p>
1.6.	The Authorized Representatives are:- For the Lamu County Government PE
2.1	For the Consultant.....

The date on which this Contract shall come into effect
is.....

Note: the date may be specified by reference to conditions of effectiveness of the contract, such as receipt by Consultants of advance payment and by Lamu County Government PE of bank guarantee.

2.3. The date for the commencement of Service is..... [Date]

2.4. The Period shall be.....

Note: as the parties may agree in writing during negotiation, but must be completed before
.....

3.4 The Risks and coverage shall be: Professional Liability

6.2. The amount in local Currency is.....

6.4. Payments shall be made according to the following schedule:

Note: Will be negotiated with the contracted firm

- Forty (40) percent of the Contract Price shall be paid on the commencement date against the Submission of the bank guarantee for the same.
- Twenty (20) percent of the lump-sum amount shall be paid upon submission of the interim report
- Twenty five(25) percent of the lump sum amount shall be paid upon submission of the draft final report.

- Fifteen (15) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payment reach 80 percent of the lump-sum amount.

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 7 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 ACCOUNT OFFICER

FORMRB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (MVITA CDF)

Request for review of the decision of the.....(Name of the MVITA CDF)

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.....Email.....

Hereby request the Public Procurement Administrative Review Board to review the whole/part of
the above mentioned decision on the following grounds, namely:-

- 1.
 - 2.
- Etc

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

APPENDICES

All tenders are advised to submit the Technical proposal document and information as appendices in the following manner.

APPENDIX -A	All the Mandatory (Statutory) Requirements
APPENDIX -B	Firm profile and experience in Resource Mapping based In Balanced Score Card-five large corporate client
APPENDIX –C	Key personnel and sub-consultants details and copies of academic and professional certificates minimum three exclusive and Support Staff.
APPENDIX – D	Description of the services – Methodology and Implementation support proposal
APPENDIX – E	Reporting Requirements <i>List format, frequency and contents of reports: dates of submission etc</i>
APPENDIX – F	Services and Facilities Provided by the <i>Lamu County Government PE</i>
APPENDIX – G	Any other information including tenders explanation of the Scope of Consultancy
APPENDIX – H	Audited Accounts for the Last Three Financial Years as outlined in the Tender Document