



**OFFICE OF THE GOVERNOR
DEPARTMENT OF FINANCE, ECONOMIC PLANNING**



REPUBLIC OF KENYA

AND SERVICE DELIVERY

HOMA BAY COUNTY

**HOMA BAY COUNTY GOVERNMENT
REQUEST FOR PROPOSALS (RFP)**

**FOR THE PROVISION OF CONSULTANCY SERVICES FOR
EVALUATION AND REPORTING OF PERFORMANCE
CONTRACTS FOR THE FY YEAR 2019/2020 AND TRAINING,
EVALUATION AND REPORTING OF PERFORMANCE
CONTRACTS FOR THE FY 2020/2021**

TENDER NO. HB/CTY/OG/007/2020-2021

MARCH 2021

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THE FY YEAR 2019/2020 AND TRAINING, EVALUATION AND
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SECTION I - LETTER OF INVITATION

TO: All interested Bidders

Date 10th March 2021

Dear Sir/Madam,

RE: REQUEST FOR PROPOSAL FOR THE PROVISION OF CONSULTANCY SERVICES FOR EVALUATION AND REPORTING OF PERFORMANCE CONTRACTS FOR FINANCIAL YEAR 2019/2020 AND TRAINING, EVALUATION AND REPORTING OF PERFORMANCE CONTRACTS FOR THE FINANCIAL YEAR 2020/2021

- 1.1 The Homa Bay County Government invites proposals for the above mentioned consultancy services

- 1.2 The request for proposals (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to consultants
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal

- 1.3 You are therefore requested to respond to the above request and submit to the undersigned not later than 17th March, 2021 at 10.30am. Alternatively the proposal can be deposited in the Tender Box at the entrance of the County Government Head Quarter offices.

Yours sincerely

Samson Okumu

Director Procurement
County Government of Homa Bay

SECTION II – INFORMATION TO CONSULTANTS (ITC)

2.1 MANDATORY REQUIREMENTS

1. A copy of business Registration Certificate/ Certificate of Incorporation
2. A copy of KRA PIN certificate
3. A copy of Valid Tax Compliance Certificate
4. A Copy of CR12 issued must be within 12 months before tender opening
5. Tender Document Forms of Tender and Confidential Business Questionnaire forms duly filled, witnessed, signed and stamped
6. Certified Copies of audited financial Accounts for past two (2) immediate years
7. Financial and Technical Proposals to be submitted in clearly marked separate envelopes
8. Final Tender Document submitted must be neatly and clearly paginated with serial numbers

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

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.3 Completed Tender Documents in plain sealed envelope and marked "Tender **NO. HB/CTY/OG/007/2020-2021**" should be deposited in the Tender Box at the entrance of the County Government Head Quarter offices or be addressed to:

**The County Government of Homa Bay
P.O Box 469-40300
HOMA BAY**

So as to be received on or before **Wednesday 17th March, 2021 at 10.30 AM**. Tenders will be opened at the Governor's Board Room immediately thereafter. Due to Covid-19 pandemic the bidders' representatives will not be allowed during the tender opening.

2.2 Preparation of Technical Proposal

2.2.1 The Technical Proposal shall provide the following information using the attached Standard Forms;

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

- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) 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 of training.

2.2 Preparation of Financial Proposal

2.2.1 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel.

2.2.2 Consultants shall express the price of their services in Kenya Shillings.

2.3 Evaluation of Technical Proposal

2.3.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>

Total Points **100**

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of sixty (60) points.

2.4 Public Opening and Evaluation of Financial Proposal

- 2.4.1 After Technical Proposal evaluation, the Client 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 Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.4.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.4.3 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.
- 2.4.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.4.5 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.4.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.4.7 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.4.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.5 Negotiations

- 2.5.2 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.5.3 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.5.4 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.5.5 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.5.6 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.5.7 The procuring entity shall appoint a team for the purpose of the negotiations.

2.6 Award of Contract

- 2.7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.7.2 The selected firm is expected to commence the assignment on the date and at the location specified.
- 2.7.3 The parties to the contract shall have it signed on the 15th day from the date of notification of contract award unless there is an administrative review request.
- 2.7.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.7.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.7.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.7 Confidentiality

- 2.7.1 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.

2.8 Corrupt or fraudulent practices

- 2.8.1 The procuring entity 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 corrupt or fraudulent practices.
- 2.8.2 The procuring entity 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.

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

SECTION III: - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address:*]

2. FIRM'S REFERENCES

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

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

Assignment Name:	Country:
Location within Country:	Professional Staff provided by Your Firm / Entity (profiles):

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

Firm's Name: _____

Name and title of signatory; _____

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.
- 5.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). 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)													

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

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				

6. MISCELLANEOUS EXPENSES

Activity No.: _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

5.0 TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES FOR EVALUATION AND REPORTING OF PERFORMANCE CONTRACTS FOR THE FY YEAR 2019/2020 AND TRAINING, EVALUATION AND REPORTING OF PERFORMANCE CONTRACTS FOR THE FY 2020/2021

5.1 Introduction

In furthering the delivery of its mandate, the County Government of Homa Bay developed, signed and implemented its pool of performance contracts (PCs) for the year 2019-2020. The PCs were formulated in distinct categories each made up of varied indicators against which targets for the year 2019-2020 were committed for delivery and evaluation of performance. The implementation exercise was carried out by the respective contractors and was set for completion by 31st July 2020 having been reported quarterly and cumulated to constitute the annual achievements. Subsequently, the evaluation of the PCs for the contract year 2019-2020 is overdue given the anticipated timeline of the development of the 2020/2021 contracts being carried out within three months into the following contract year.

5.2 Reporting and Evaluation of PCs for 2019-2020 and development of PCs for 2020-2021

In the annual calendar of PC, each quarter of the contract year is assigned for the progress reports on achievements against the targets for the same period. At the same time, reports of one quarter to the next are progressively cumulated to end up with the annual report for the full contract year. The PC guidelines equivalent hereto, the 16th Cycle (2019-2020) version outlines the formats for the quarterly as well as annual reports. The respective PCs provide the reference parameters to inform the preparation of the respective reports. Of equal importance are the contents and technical suitability of the reports with great emphasis being on the annual report. The latter report and the accompanying verifiable evidence form the critical input in the PC evaluation process. The guidelines referred to above outlines with great detail the formulae, scores, grading and ranking of the contractees on account of performance.

5.3 Rationale of Consultancy

The rationale for consultancy rotates around three key points. The first point is the need to moderate the effects of ill preparedness of the reports traceable to inadequacy of relevant information, inexperience and limited technical expertise on PC. The resultant effect is the missing out on key PC parameters, limited coverage of main PC components, inadequatedocumentation of results, incomprehensive reporting and insufficient development of subsequent PCs. The second point is the need for objectivity and independence as a preamble to the ultimate contracting and eventual performance evaluation. The third point is the need for expertise in evidence capture, documentation and defense at least for the anticipation in the verifiability of achievements. Drawing from the above, it is appropriate for the County Government of Homa Bay to engage a qualified and experienced external consultant firm carry out the evaluation of PCs for 2019-2020 and thereafter develop, report and evaluate the Performance contracts for the FY 2020/2021.

5.4 Objectives of the Consultancy

The PCs reporting and evaluation assignment entails the following objectives;

- a) To externalize the test for compliance with the PC concept, principles and guidelines during quarterly/annual reporting periods;
- b) To facilitate expert identification of areas for improvement and responsive strategies thereto;
- c) To evaluate appropriate PCs for the contract year 2019/2020 complete with evidence adduced, ranged scores and ranking of the contractees within County Government of Homa Bay.
- d) To develop, report and evaluate the PCs for the financial year 2020/2021

5.5 Scope of Consultancy Services

The successful consultant firm will be guided by the following terms of reference in undertaking the assignment;

- a. Review the PC framework and instruments applied in the period covering the contract year 2019-2020;
- b. Review the signed PCs, Quarterly and Annual Reports for the various units and/or Officers of the County Government of Homa Bay for the contract year 2019-2020;
- c. Review the verifiable evidence submitted in defense of the achievements for the contract year 2019-2020; and
- d. Carry out the evaluation of the PCs for the contract year 2019-2020 complete with scores, grading and ranking of departments in County Government of Homa Bay.
- e. Develop a new PC framework and instruments to be applied in the period covering the contract year 2020-2021;
- f. Support the negotiation and signing process for the 2020-2021 PCs
- g. Review the signed 2020-2021 PCs, Quarterly and Annual Reports for the various units and/or Officers of the County Government of Homa Bay
- h. Review the verifiable evidence submitted in defense of the achievements for the contract year 2020-2021; and
- i. Carry out the evaluation of the PCs for the contract year 2020-2021 complete with scores, grading and ranking of departments in County Government of Homa Bay.

5.6 Duration of the Consultancy

The duration of the consultancy will be a period of six calendar months.

5.7 Reporting

The consultant firm will prepare and submit reports to the office of the County Secretary, County Government of Homa Bay as detailed in Table (a) below

Table (a): Reporting Schedule

	Deliverables	Duration after contract commencement in months	Reports	
			Hard	Soft
1	Draft Report on Evaluation of PCs and Ranking for 2019-2020	1	2	2
2	Final Report on Evaluation of PCs and Ranking for 2019-2020	2	2	2
3	Draft Report on the development of PCs for 2020-2021	5	2	2
4	Final Report on Evaluation of PCs and Ranking for 2020-2021	6	2	2

5.8 Personnel Requirements and Qualifications

In order to ensure effective delivery of the assignment, the consultant firm should have the following key personnel:

No.	Key Personnel	Professional experience	Estimated staff Months (for 2 calendar months period)
	Strategic Management Expert	10	2
	Performance Contract Specialist	8	2

5.9 Organization and Management of the assignment

The assignment will be under the supervision of the office of the Deputy Governor who is the Performance Contract Champion.

The Head of the Secretariat of the Performance Contract will undertake coordination between the County and the consultant firm. In addition, the Unit will provide all requisites to the consultants on matters concerning the assignment.

5.10 Consultant's Fees

The assignment will be executed for a fixed sum and the consultant firm will not claim additional payments for price escalation save for undue or additional tasks. The amount and schedule of payment of fees will be in accordance with the terms and conditions of the contract agreement between the consultant firm and the County Government of Homa Bay. Table (b) below provides the proposed schedule of payment:

Table (b): Proposed schedule of payments

	Deliverables	Duration relative to month	% of LSO price
1	Upon Issuance of the Local Service Order	Immediate	20
2	Draft Report on Evaluation of PCs and Ranking for 2019-2020	1	30
3	Final Report on Evaluation of PCs and Ranking for 2019-2020	2	50
			100

FORM OF TENDER

TO:
.....

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities 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 **(KENYA SHILLINGS****(Amount In Figures)**
i.e......
..... **(Amount in Words)**
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. 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.
4. 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.
5. 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 Employer]*
of _____ *[Address of Employer]*

Witness; Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE
[Letterhead paper of the Employer]

_____ [date]

To: _____
 [*name of the Contractor*]

[*address of the Contractor*]

Dear Sir,

This is to notify you that your Tender dated _____ for the execution of
_____ [*name of the Contract and identification*
number, as given in the Tender documents] for the Contract Price of Kshs.
_____ [*amount in figures*] [Kenya
Shillings _____ (*amount in words*)] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the
Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes
_____ (*name and
identification number of Contract*) (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:

1. 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.
2. 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) Drawings
 - (vii) Priced Bills of Quantities
3. 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.

4. 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 _____

FORM OF TENDER SECURITY

WHEREAS (hereinafter called “the Tenderer”) has submitted his tender dated for the construction of

.....

..... (*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 thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANKGUARANTEE

To: _____(Name of Employer) _____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____(hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____(amount of Guarantee in figures) Kenya Shillings _____(amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____(amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the abovementioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

 Address: _____

 Signature: _____

 Date: _____

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 five years

Year	Volume	
	Currency	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?)
_____ _____ _____ (etc.)	_____ _____ _____	_____ _____ _____	

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
Project Manager _____ _____ _____ (etc.)	_____ _____ _____	_____ _____ _____	_____ _____ _____

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.

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

2Joint Ventures

2.1 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

2.2 The information required in 1.11 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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 address 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*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full .Nationality.Citizenship Details*.	Shares.
---	---------

1.
----	-------

2.
----	-------

3.
----	-------

4.
----	-------

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....	(Title)
(Signature)	(Date)		

Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we would require in
accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the
following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____(percent) of the Contract
Sum, less Fluctuations.

(Signature of Tenderer)

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:

(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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS)

