COUNTY GOVERNMENT OF MERU

DEPARTMENT OF FINANCE, ECONOMIC PLANNING & ICT

CONSULTANCY SERVICES TO CARRYOUT DEBT COLLECTION SERVICES AND REVENUE STREAMS MAPPING

TENDER NUMBER: CGM/ RFP/MCRB/001/2020-2021

(AUGUST, 2020)

EXECUTING AGENCY/CLIENT
GENERAL MANAGER
MERU COUNTY REVENUE BOARD
P. O. BOX 120
MERU
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SECTION I - INVITATION TO TENDER

TENDER NAME: CONSULTANCY SERVICES TO CARRY OUT DEBT COLLECTION SERVICES & REVENUE STREAMS MAPPING. CGM/RFP/MCRB/001/2020-2021


1.1 Consultants who will be interested shall download the proposal document from the website and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke.

1.2 Completed Proposal documents must be dropped in the tender box located at the county headquarters reception; at municipal building opposite Huduma Centre, so as to be received on or before (9th September 2020 @ 10.00 AM);

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

1.4 Tenderers shall furnish, as part of their application a tender securing declaration form as per the tender instruction’s appendix.

1.5 The criteria stated in the appendix to instruction to tenderers will be used to evaluate the tenderers responsiveness thereby obtaining the lowest evaluated bidder.

GENERAL MANAGER
MERU COUNTY REVENUE BOARD
P.O BOX 120-60200 MERU
SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

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 assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 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.

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

2.1.7 The price to be changed for the tender document shall not exceed Kshs.1,000/=.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any 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 Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents 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 consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) 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 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, 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 D). It lists all costs associated with the assignment including: (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 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, unless Appendix “A” specifies otherwise.
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 Form.

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 Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 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. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. 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 deposited with a responsible officer of the client 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 Client on any matter related to his proposal, he should do so in writing
at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may 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 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

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) 5-10</td>
<td>Specific experience of the consultant related to the assignment</td>
</tr>
<tr>
<td>(ii) 20-40</td>
<td>Adequacy of the proposed work plan and methodology in responding to the terms of reference</td>
</tr>
<tr>
<td>(iii) 30-40</td>
<td>Qualifications and competence of the key staff for the assignment</td>
</tr>
<tr>
<td>(iv) 0-10</td>
<td>Suitability to the transfer of Technology Programme (Training)</td>
</tr>
</tbody>
</table>

Total Points 100

Each responsive proposal will be given a technical score (St). 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 indicated in the Appendix “ITC”.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 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.

2.8.2 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.
2.8.3 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 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.

2.8.5 The formulae for determining the Financial Score (\(S_f\)) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:
\[
S_f = 100 \times \frac{F_m}{F}
\]
where \(S_f\) is the financial score; \(F_m\) is the lowest priced financial proposal and \(F\) is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (\(St\)) and financial (\(S_f\)) scores using the weights \((T=\text{the weight given to the Technical Proposal}; P=\text{the weight given to the Financial Proposal}; T + P = 1)\) indicated in the Appendix. The combined technical and financial score, \(S\), is calculated as follows:
\[
S = St \times T\% + S_f \times P\% .
\]
The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of 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 10% of the original contract price.

2.8.9 Price variation requests shall be processed by the procuring entity 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 Client” indicated in the Appendix “ITC”. 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 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.
2.9.3 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 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.

2.9.5 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.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 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.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

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

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 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.

2.10.6 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.
2.11 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 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.

2.12.2 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.

2.12.3 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

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

<table>
<thead>
<tr>
<th>ITT</th>
<th>ITT Appendix</th>
</tr>
</thead>
</table>
| 2.1.1 | • Client: Meru County Revenue Board  
| | • Method: Quality & Cost Based Selection- QCBS |
| 2.1.2 | Proposals both technical and financial shall be enclosed in a plain sealed envelopes marked with proposal name and reference number and be deposited in the tender box located at the county headquarters reception; at municipal building opposite Huduma Centre, so as to be received on or before 9th September 2020 at 10.00 a.m indicated in the invitation to tender.  
| | • Assignment: Consultancy Services To Carry Out Debt Collection Services & Revenue Streams Mapping |
| 2.1.3 | • This tender is exclusively open for all consultants nationally/ Kenyan  
| | • There is no pre-proposal conference  
| | • Clarifications to be made as per Invitation Letter OR assistance gotten by contacting the following  
<p>| | • Name of main contact: Mr. Erick Munene- Director ICT &amp; Revenue, Address: P.O Box 120-60120 Meru, Telephone/Mobile: 0726714654: <a href="mailto:Email-kabuae@gmail.com">Email-kabuae@gmail.com</a> |
| 2.1.4 | • As per TOR if any |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.7</td>
<td>• NIL. Accessible electronically as per Invitation</td>
</tr>
<tr>
<td>2.2.1</td>
<td>• Clarifications to be made as per Invitation Letter</td>
</tr>
</tbody>
</table>
| 2.3.3   | • The proposal shall be based on the number of professional staff-time estimated by the consultant  
|         | • Proposed professional staff experience as per technical evaluation criteria |
| ITT     | ITT Appendix |
| 2.3.4   | • Also as per requirements in the technical proposal  
|         | • Debt Collection and Revenue Streams Mapping is a specific component of this assignment |
| 2.5.3   | • Considered as a General Responsiveness  
|         | • Addresses as per Invitation Section |
| 2.5.5   | • Procurement Officer of the client. |
| 2.6.1   | • As per the Invitation Section |
| 2.7.1   | • Evaluation Criteria will consider general responsiveness together with criteria as shown in this appendix with the minimum technical score being 75% |
| 2.8.4   | • This proposal is open all consultants nationally/ Kenyan |
| 2.8.5   | • $T + p = I$: $T=0.80$ and $P=0.20$ |
| 2.8.7 2.8.8 2.8.9 | • All contract variations to be processed within Section 139 of the Public Procurement & Asset Disposal Act, 2015 |
| 2.10.2  | • After contract formation/ signing |
| 2.12.1  | • As per evaluation criteria |
| Evaluation Criteria (2.7.1) | • **Mandatory Requirements of the consulting firm**  
|         | 1) Copy of current business license from Authority of the principal place of business.  
|         | 2) Copy of Valid Tax Compliance Certificate from KRA (acknowledgement receipt not accepted)  
|         | 3) Copy of certificate of business Incorporation/Registration  
|         | 4) Duly filled, signed and stamped Confidential Business Questionnaire as per standard forms;  
|         | 5) Duly filled, signed and stamped Form SD1 & Form SD2 as per the Standard format provided in this tender.  
|         | 6) Duly completed, signed and stamped Financial Proposal Submission Form as per the standard documents  
|         | 7) Copy of recent CR12 issued within the last 12 months from the date of Tender/proposal Opening for Limited Companies  
|         | 8) Copies of National IDs/ Passports for the Directors  
|         | 9) Duly Completed, Signed and Stamped tender securing declaration form by the Tenderer in the format provided |
10) Dully filled price schedule and reimbursable costs in the format provided
11) Must submit insurance indemnity certificate
12) Bank statements and audited accounts for the last 3 years 2017, 2018 and 2019
13) All pages of the proposal must be serialized/paginated

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Technical Requirements</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>METHODOLOGY &amp; WORKPLAN</strong></td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Responsive and appropriate methodology 30mks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Adequacy of proposed work plan 10mks</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>EXPERIENCE OF THE CONSULTANT</strong></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Have successfully carried out similar assignment of similar size and complexity with County/Devolved units/Government/corporation/institution (attach evidence) (7 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Not done any (0 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Firm be in existence for the last 10 years (3 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Not complying (0 marks)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>KEY PROFESSIONAL STAFF QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT</strong></td>
<td></td>
</tr>
</tbody>
</table>
4. **TRANSFER OF KNOWLEDGE**

<table>
<thead>
<tr>
<th>Training of Meru County Revenue Board Staff</th>
<th>10</th>
</tr>
</thead>
</table>

**Total**  100

**EVALUATORS NOTE**

- The technical score will be Weighted out of 75%
- The financial score will be Weighted out of 25%
- Proposals will be ranked according to their combined technical (St) and financial (Sf) scores

\[ T + p = I: \ T=0.80 \text{ and } P=0.20 \text{ in this QCBS method} \]
SECTION III: - TECHNICAL PROPOSAL

3.1 Notes on the preparation of the Technical Proposals

3.1 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 consultant’s own risk and may result in rejection of the consultant’s proposal.

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

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.
3.2 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:]
### 3.3 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.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location within Country:</th>
<th>Professional Staff provided by Your Firm/Entity(profiles):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>Clients contact person for the assignment.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>No of Staff-Months; Duration of Assignment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Date (Month/Year):</th>
<th>Completion Date (Month/Year):</th>
<th>Approx. Value of Services (Kshs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Associated Consultants. If any:</th>
<th>No of Months of Professional Staff provided by Associated Consultants:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Narrative Description of project:</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Actual Services Provided by Your Staff:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Firm’s Name: _______________________________________
Name and title of signatory: _______________________
3.4: 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.
3.5 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
### 3.6 Team Composition and Task Assignments

1. **Technical/Managerial Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

2. **Support Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
3.7 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: ________________________________
### 3.8 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Reports Due: __________

Activities Duration: __________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: _________________________
### 3.9 ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

**[1st, 2nd, etc., are months from the start of assignment]**

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
</tr>
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<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>4. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part.
Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses
1. FINANCIAL PROPOSAL SUBMISSION FORM

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

### PRICE SCHEDULE OF SERVICES

The supplier shall respond to the listed services that are deemed necessary to meet the requirements of Meru County.

<table>
<thead>
<tr>
<th>NO.</th>
<th>SERVICES REQUIRED</th>
<th>Unit of Measure</th>
<th>Rate Charged</th>
<th>REMARKS (as necessary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Debt Collection</td>
<td>% of amount collected</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Costs

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

__________________
### 3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity NO.: ______________________</th>
<th>Description: ______________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>_________________________________</td>
</tr>
</tbody>
</table>

### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity No. ______________________</th>
<th>Name: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names</td>
<td>Position</td>
</tr>
<tr>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular staff</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
</tr>
</tbody>
</table>
5. REIMBURSABLES PER ACTIVITY

<table>
<thead>
<tr>
<th>NO.</th>
<th>COST</th>
<th>Unit of Measure</th>
<th>Rate Charged</th>
<th>REMARKS (as necessary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Transportation</td>
<td>Car hire/ Km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Training</td>
<td>Per participant in Nairobi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Training</td>
<td>Per Participant in Mombasa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Training</td>
<td>Per Participant in Nakuru, Naivasha</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Training</td>
<td>Per Participant in all other towns in Kenya</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Survey Maps</td>
<td>As per survey of Kenya Rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Any other Cost</td>
<td>Specify unit of measure</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. MISCELLANEOUS EXPENSES

Activity No. ______________________________ Activity Name: _________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drafting and reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Equipment: Computers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td>___________</td>
</tr>
</tbody>
</table>
1. INTRODUCTION
County Government of Meru is one of the Forty Seven (47) counties of Kenya strategically located east of Mt. Kenya, whose peak cuts through the outskirt of its southern boundary. The county has a total area of 6,936.2Km² out of which 972.3Km² is gazetted forest.
The County’s population growth rate is estimated at 2.1 per cent per annum. The projected population of the county in 2018 is 1,635,264, consisting of 808,596 males and 826,668 females.
According to the KNBS household survey of 2019, 5,341,182 or 38.9 percent of the 13,777,600 young Kenyans are jobless, further widening the gulf between the rich and the poor. This backs World Bank data on Kenya which indicates that the country had the highest rate of youth joblessness in East Africa in 2015 with 17 percent of all young people eligible for work lacked jobs.
The county population is projected to grow to 1,703,945 in 2021 and 1,775,511 in 2022.
This calls for improvement in agriculture and investment and other sectors to provide employment opportunities for the increasing labour force especially the youthful population who accounts for 68 per cent of the total population. To increase productivity of this group, adequate employment opportunities will need to be created. This young population and high unemployment as threats to development. This young age structure also means that the population will continue to grow for several generations.

BACKGROUND OF DEBT COLLECTION SERVICES FOR COUNTY GOVERNMENT OF MERU
The constitution of the Republic of Kenya 2010 lays the basis of devolution of funds in Kenya to the 47 County Governments. This constitution empowers counties to collect revenue locally and incur expenses locally on economic development and improved service delivery, without relying on the National Government. County Governments collect revenue by way of tax instruments applied through business licensing, Land rates, rents and other services.
Many studies indicate that the challenges in Debt collection rotate around:

- Disputed Balances
- Traceability of Debtors
- Human Resource Capacity to Collect Old Debt
- Lack of a Debt Collection System

The basic data or the inventory of Local taxpayers is outdated and there is lack of geographical mapping of properties/businesses to ascertain locality. Revenue leakages are rampant through explicit corrupt practices that facilitate collusion between staff and taxpayers. There is generally weak enforcement and lack of clear work structures, procedures and training.
This coupled with their inability to audit and map the number of businesses and the potential revenue from each of these business makes it impossible to plan and allocate funds for growth strategies. It is very difficult to ascertain the potential of revenue if there is no clear sight of revenue streams.
The above has resulted in significant debtor balances for the County Government of Meru.
1. **PROBLEM STATEMENT:**

The above factors can only be tackled if there is a clear strategy and demonstrated commitment from the County government that will aid to reverse the effects of

- A growing Debt book
- Lack of documented procedures
- Lack of digitized records to ascertain businesses in the County
- Lack of clearly defined revenue streams

The County Government through the Ministries of Finance & Business, Industry and Energy is seeking to undertake Debt Collection and ascertain revenue sources for the County.

2. **OBJECTIVES**

The project seeks the services of a debt collection company to collect the outstanding debts as well as training the county revenue officers on collection.

3. **SCOPE OF WORK**

- Data Clean Up of Current Debt Book
- Debt collection services
- Revenue mapping
- Tracing services
- Staff training and capacity building

As part of the above services it is also expected that the successful entity will also support the county in the following tasks to be undertaken by the county staff:

- Advise on debt portfolio analysis and management
- Offer advisory and training of county officials on efficient debt collection methods which will include protocol, customer service, leadership and ethics.

4. **SPECIFIC OBJECTIVES**

The following expectations should be taken into account by the debt collector:

i. **Data Clean Up:** This should be done to ensure the debtor balances are current and up to date.

ii. **Debt Collection:** A comprehensive approach aimed towards maximizing debtor contact and payments. early identification of at-risk accounts to enhance performance, productivity and portfolio quality

iii. **Revenue Mapping:** Face to face engagement of all businesses in the county with a view of collecting information that will assist in creating a digital database of businesses in the county

iv. **Tracing Services:** Manually investigate trace cases and locate absconders, skip tracing services with highly trained trace agents with advanced questioning skills in order to locate debtors.

v. **Staff Training and Capacity Building:** Credit management training to credit controllers, loans officers, accountants and debt collectors.

5. **METHODOLOGY/EXPERTISE REQUIRED**

Describe in sufficient details the methodology and different tools to be used in delivery of the above mentioned services. In addition provide a work plan in line with the key tasks provided in your methodology.

6. **EXPECTATIONS FROM THE COUNTY**

For the consultant to commence this assignment the County Government of Meru will be required to provide:

- List of debts and current register of businesses
- County security as and when required for field visits.
- Reimbursement of disbursement costs in line with the Request for proposal document.
- Adequate functional office space for the collections team
- A liaison officer at Finance Office for the purposes of generation of demand notices for unpaid land rates as and when required.
- Timely confirmation of debts paid preferably by the 5th day of the subsequent month.
7. QUALIFICATION AND EXPERIENCE OF THE CONSULTANT

a. CONSULTANCY FIRM QUALIFICATIONS
The specific firm expertise required for this assignment includes but is not limited to the following:

- Should be a registered firm in Kenya which is tax compliant
- Should have been in existence for at least 10 years
- Should have experience in debt collection for at least 10 years
- Should demonstrate a track record of working with county Governments with extensive knowledge of debt collection, debt management and revenue mapping.
- Should have experience in training and implementation debt collection systems with County Governments
- Should have expertise in carrying out financial, commercial, human resource and legal due diligence and advising on related issues;

b. SPECIFIC QUALIFICATIONS OF THE KEY PROPOSED TEAM MEMBERS

i. Project Lead
- Be a graduate with professional qualification of over 10 years post registration;
- At least 10 years of experience in debt collection;
- Have experience in related similar assignments in Kenya or the region internationally;
- Have experience in managing a pool of debt account managers (Min 100)
- Have extensive experience working with and collaborating with stakeholders in governments;
- Have an understanding of relevant legislation in Kenya in regards to debt collection, management and training, global best practice and reporting
- Be familiar with computerized financial management systems or information technology systems for government bodies; and
- Demonstrable experience in development of strategic plans
- Poses a current certificate of good conduct
- Meet the requirements of Chapter Six of the Constitution of Kenya

ii. Deputy Project Lead
- Be a graduate with professional qualification of over 5 years post registration;
- At least 5 years of experience in debt collection/ financial management or other related field;
- Have experience in managing a pool of debt account managers (Min 50)
- Have experience in related similar assignments in Kenya county government engagement is an added advantage
- Have extensive experience working with and collaborating with stakeholders in governments;
- Have an understanding of relevant legislation in Kenya in regards to debt collection, management and training, global best practice and reporting
- Be conversant with developing review reports and proposing solutions for public sector players
- Meet the requirements of Chapter Six of the Constitution of Kenya
iii. **Lead surveyor**

- Possess a Bachelor’s Degree in any of the following disciplines:
  - (a) Geo-Spatial Engineering
  - (b) Geomatics Engineering from a University recognized in Kenya;
- Familiarity with GIS software i.e. ArcGIS, QGIS and AutoCAD.
- Be a member of the institute of quantity surveyors of Kenya - IQSK
- Have a minimum of 5 years’ experience in surveying and GIS fields
- Have demonstrated professional competence, administrative ability and integrity as required in the work performance and results;
- Have exhibited a thorough understanding of land laws, policies and objectives and the ability to relate them to the survey functions; and
- Has proper understanding of Meru County geographies
- Meet the requirements of Chapter Six of the Constitution of Kenya

iv. **SUPPORT TEAM OF CONSULTANTS**

The Support Consultants will be subject matter specialists in all anticipated areas of support to be provided to the County Government of Meru. They must have degrees and should be professionally qualified with a minimum of 2 years’ experience in similar work. They must demonstrate experience in their areas of expertise. Specific experience in Kenya government systems will be an added advantage. They should also have excellent writing and communication skills & ability to write and speak fluently in English (Understanding the Local language will be an added advantage).

8. **REPORTING REQUIREMENTS AND ASSIGNMENT TIMELINES**

a. **ASSIGNMENT TIMELINES**

It is expected that the assignment will last for 36 months from the signing of the contract.

**REPORTING REQUIREMENTS**

An inception report detailing the proposed work program, strategy, methodology, timetable and expected outcome of the assignment will be submitted to the appointed contact person for county. The report shall be issued within 2 weeks upon assessment of the scope of work and signing of the contract.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Reports</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly Progress Report;</td>
<td>At the end of every week</td>
</tr>
<tr>
<td></td>
<td>A) Weekly Call log and Visits Done</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B) Demand notices dropped.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C) Debtor Visits Done</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly Report</td>
<td>5 days after the end of each month for 36 months</td>
</tr>
<tr>
<td>Debt Collection</td>
<td>End of assignment report</td>
<td>At the end of the assignment after 36 months</td>
</tr>
<tr>
<td></td>
<td>End of task Report</td>
<td>At the end of the task</td>
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The consult will submit for approval the contents of the Monthly reports and End of assignment/task reports to the contracting authority.
The Consultant will be required to submit all deliverables electronically and in hard copy to the appointed contact person.
SECTION VI: STANDARD FORMS OF CONTRACT

CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this _________[Insert starting date of assignment], by and between
________________________________________[Insert Client’s name] of [or whose registered office is situated at]____________________________________________[insert Client’s address] (hereinafter called “the Client”) of the one part
AND
___________________________________[Insert Consultant’s name] of [or whose registered office is situated at]____________________________________________________________________[insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on__________ [Insert starting date] and continuing through to__________ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment A. Ceiling For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed__________________________ [Insert amount]. This amount

has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. **Schedule of Payments**

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _______________ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs _______________ upon the Client’s receipt of the draft plan and report, acceptable to the Client; and

Kshs _______________ upon the Client’s receipt of the final plan and report, acceptable to the Client.

Kshs _______________ Total

C. **Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. **Project Administration**

A. **Coordinator.**

The Client designates _______________[insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. **Reports.**

The reports listed in Appendix C, “Consultant’s Reporting
Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

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

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute

Any dispute arising out of the Contract which cannot be
Resolution amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name: ____________________________ Full name: ____________________________
Title: ____________________________ Title: ____________________________
Signature: ____________________________ Signature: ____________________________
Date: ____________________________ Date: ____________________________
LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s Reporting Obligations
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: ____________________
    ____________________
    ____________________
    ____________________

RE: Tender No.______________

Tender Name______________

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

____________________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)___________________________________________

____________________________________________________________

SIGNED FOR ACCOUNTING OFFICER
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

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<th>Part 1 – General:</th>
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<td>Business Name</td>
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<td>Location of business premises.</td>
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<td>Plot No. Street/Road</td>
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<td>Postal Address Tel No. Fax Email</td>
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<tr>
<td>Nature of Business</td>
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<tr>
<td>Registration Certificate No.</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
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<td>Name of your bankers Branch</td>
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<th>Part 2 (a) – Sole Proprietor</th>
</tr>
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<tbody>
<tr>
<td>Your name in full Age</td>
</tr>
<tr>
<td>Nationality Country of origin</td>
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<tr>
<td>Citizenship details</td>
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Consultancy Services – DEBT COLLECTION SERVICES & REVENUE STREAMS MAPPING 44
### Part 2 (b) Partnership

Given details of partners as follows:

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<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
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### Part 2 (c) – Registered Company Private or Public

State the nominal and issued capital of company-
- Nominal Kshs. ........................................
- Issued Kshs. ........................................

Given details of all directors as follows

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<th>Name</th>
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<th>Citizenship Details</th>
<th>Shares</th>
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</table>

Date ........................................ Signature of Candidate

*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.*
FORM SD1


I, ..................................................of P. O. Box .............................. being a resident of .................................................. in the Republic of ------ do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ............. .................................................. (insert name of the Company) who is a Bidder in respect of Tender No. .................. for .................................................. (insert tender title/description) for .................................................. (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and sub consultants have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp
FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, …………………………………….of P. O. Box ……………………….. being a resident of………………………………….. in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of …………. ………………………………….. (insert name of the Company) who is a Bidder in respect of Tender No. …………………. for ………………………..(insert tender title/description) for ……………………………..( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents / sub consultants will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ………………………..(name of the procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents / sub consultants have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ………………………..(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

……………………………….   ………………………… ……………………………………………………………………………………………………………………………..(Title) (Signature) (Date) Bidder’s Official Stamp
FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………….20…….. 
BETWEEN
………………………………………………APPLICANT 
AND
…………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity) of
…………….dated the…day of ………..20……….in the matter of Tender No………………of
…………….20…

REQUEST FOR REVIEW
I/We……………………………,the above named Applicant(s), of address:
        Physical address.............Fax No......Tel. No........Email .............., hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-
1. 
2. etc.
By this memorandum, the Applicant requests the Board for an order/orders that: -
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
Board Secretary
TENDER SECURING DECLARATION FORM

Whereas ………………………………………..[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated……………….[date of submission of tender] for the provision of ……………………………………………………

…………………………………………………………………………………………………………………………………………………………………………………………………………………..

(name and/or description of the services)

(hereinafter called “the Tenderer”)……………………………………………………..

KNOW ALL PEOPLE by these presents that WE………………………………………

Of……………………………………………having registered office at

…………………………………………………………………………………………………………………………………………………………………………………………………………………..

(name of procuring entity)(hereinafter called “the Bank”)are bound unto………………

…………………………………………………………………………………………………………………………………………………………………………………………………………………..

(name of procuring entity)(hereinafter called “the procuring entity”) in the sum of ………

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this__________day of 20_________.

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

   (a) fails or refuses to execute the Contract Form, 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, 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 above date.

______________________________

[surname]