COUNTY GOVERNMENT OF MERU

DEPARTMENT OF LANDS, PHYSICAL PLANNING, HOUSING, URBAN DEVELOPMENT & PUBLIC WORKS

FRAMEWORK CONTRACT, REQUEST FOR PROPOSAL

CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE IN MANAGEMENT OF PROGRAMS AND PROJECTS AND IN MATTERS RELATED TO URBANIZATION AND URBAN DEVELOPMENT

TENDER NUMBER: CGM/RFP/012/2019-2020

(November, 2019)
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SECTION I - LETTER OF INVITATION

TENDER NAME: CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE IN MANAGEMENT OF PROGRAMS AND PROJECTS AND IN MATTERS RELATED TO URBANIZATION AND URBAN DEVELOPMENT. TENDER NUMBER. CGM/RFP/012/2019-2020

The County Government of Meru (CGM), under Directorate of Physical Planning & Urban Development, (hereafter called “The Client”) now invites sealed proposals nationally, from eligible Individual professional consultants for the aforementioned services. Interested candidates may obtain further information from and inspect the tender document from CGM website: www.meru.go.ke. Funds for this project are financed by the World Bank under Kenya Urban Support Programme (KUSP) as an Urban Institution Grant (UIG).

1.1 Interested consultants MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke;

1.2 This tender document may also be obtained for further information and inspection at Meru County Head-quarters procurement office room 118 Located along Meru Maua Road as from 8.00am- 1.00pm and 2.00pm to 5.00pm from Monday to Friday;

1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 60 days from the closing date of the tender;

1.4 Completed Technical & Financial Proposal are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the Meru County Government Head-quarters Reception or be addressed and posted to the County Secretary, Meru County Government P.o Box 120-60200 Meru to be received on or before (15th November, 2019 at 10.00AM).

1.5 Proposals will be opened immediately thereafter in the CGM headquarter premises in the presence of the Consultants who wish to attend.

CHIEF OFFICER,
DEPARTMENT OF PHYSICAL PLANNING AND URBAN DEVELOPMENT,
COUNTY GOVERNMENT OF MERU,
P. O. BOX 120-MERU.

Consultancy Services – Urban Development 2
SECTION II: INFORMATION TO CONSULTANTS (ITC)

3.02.1 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.5,000/=.

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 60 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 authorised 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>
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<tbody>
<tr>
<td>(i)</td>
<td>Specific experience of the consultant related to the assignment</td>
</tr>
<tr>
<td>(ii)</td>
<td>Adequacy of the proposed work plan and methodology in responding to the terms of reference</td>
</tr>
<tr>
<td>(iii)</td>
<td>Qualifications and competence of the key staff for the assignment</td>
</tr>
<tr>
<td>(iv)</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 \( (S_t) \) and financial \( (S_f) \) scores using the weights \( T = \) the weight given to the Technical Proposal; \( P = \) 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:

\[
S = S_t \times T\% + S_f \times P\%.
\]

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>
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<tr>
<th>ITT</th>
<th>ITT Appendix</th>
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| 2.1.1 | • Client: County Government of Meru  
• Method: Quality & Cost Based Selection- QCBS |
| 2.1.2 | • Proposals submitted to the Tender Box addressed to the County Secretary, Meru County Government, P. O Box 120-60200 Meru  
• Assignment: Consultancy Services for technical assistance in management of programs and projects and in matters related to urbanization and urban development |
| 2.1.3 | • This tender is exclusively restricted to National/ Kenyan Resident Consultants  
• There is no pre-proposal conference  
• Clarifications to be made as per Invitation Letter OR assistance gotten by contacting the following  
• Name of main contact: Martin Gitije- Chief Officer, Physical Planning and Urban Development, Address: P.O Box 120-60120 Meru, Email: mgitije@gmail.com, Telephone/Mobile: 0727657747 |
| 2.1.4 | • As per TOR if any |
| 2.1.7 | • NIL. Accessible electronically as per Invitation |
| 2.2.1 | • Clarifications to be made as per Invitation Letter |
| 2.3.3 | • The proposal shall be based on the number of professional staff-time estimated by the firm  
• Proposed professional staff experience as per technical evaluation criteria |
<p>| 2.3.4 | • Also as per requirements in the technical proposal |</p>
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<th>ITT</th>
<th>ITT Appendix</th>
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<tr>
<td></td>
<td>• Training is a specific component of this assignment for staff of urban areas</td>
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<tr>
<td>2.5.2</td>
<td>• One Original and One Copy of the Technical &amp; Financial Proposal to be submitted physically to the Tender Box addressed to the County Secretary, Meru County Government, P. O Box 120-60200 Meru; before Deadline</td>
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<tr>
<td>2.5.3</td>
<td>• Considered as a General Responsiveness</td>
</tr>
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<td></td>
<td>• Addresses as per Invitation Section</td>
</tr>
<tr>
<td>2.5.5</td>
<td>• Procurement Officer of the client: Director of Supply Chain</td>
</tr>
<tr>
<td>2.6.1</td>
<td>• As per the Invitation Section</td>
</tr>
<tr>
<td>2.7.1</td>
<td>• Evaluation Criteria will consider general responsiveness together with criteria as shown in this appendix with the minimum technical score being 75%</td>
</tr>
<tr>
<td>2.8.4</td>
<td>• This tender is exclusive restricted to National resident Local Consultants</td>
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<tr>
<td>2.8.5</td>
<td>• ( T + p = 1: T = 0.80 ) and ( P = 0.20 )</td>
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<td>2.8.7</td>
<td>• All contract variations to be processed within Section 139 of the Public Procurement &amp; Asset Disposal Act, 2015</td>
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<td>2.8.9</td>
<td>• Evaluation Criteria (2.7.1)</td>
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<td></td>
<td>• Mandatory Requirements of the consulting firm</td>
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<td></td>
<td>o General Responsiveness of the Consultant’s proposals as per the ITT appendix</td>
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<tr>
<td></td>
<td>o Valid registration/Incorporation certificate</td>
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<td></td>
<td>o Be registered by Kenya Institute of Planners</td>
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<td></td>
<td>o Valid KRA tax compliance certificate (Not Acknowledgements)</td>
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<td></td>
<td>o CR12 and copies of director(s) identity cards</td>
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<td></td>
<td>o Dully filled, signed and stamped confidential business questionnaire as per standard form</td>
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<td></td>
<td>o All pages must be serialized</td>
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<tr>
<td></td>
<td>o Latest 1 year Bank statements</td>
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<td>o Audited accounts for the latest year</td>
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<td>o Duly filled, signed and stamped Form SD1 &amp; Form SD2 as per the Standard format provided in this tender</td>
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<td>o Duly filled, signed and stamped Financial Proposal form as per standard format provided in this tender</td>
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<tr>
<td>2.10.2</td>
<td>• After contract formation/ signing</td>
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<tr>
<td>2.12.1</td>
<td>• As per evaluation criteria</td>
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<tr>
<td>Evaluation Criteria (2.7.1)</td>
<td>• Technical Requirements</td>
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<td>S/No.</td>
<td>Technical Requirements</td>
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<tr>
<td>1</td>
<td>Adequacy of TOR</td>
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<td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td>
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<td>Technical approach and methodology</td>
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<td>Work plan</td>
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<td></td>
<td>Organization and staffing</td>
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<td></td>
<td><strong>Total</strong></td>
</tr>
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<td>2</td>
<td><strong>Key professional staff qualifications and competence for the assignment</strong></td>
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<tr>
<td></td>
<td><em>(Demonstrated through signed CVs and certificates)</em></td>
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<td></td>
<td>Team Leader – Project Director</td>
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<td></td>
<td>✓ Master of Urban and Regional Planning, Urban Development/Management. Ten years of professional work experience or its equivalent.</td>
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<tr>
<td></td>
<td>✓ Member of Institute of Planners. <em>(Demonstrate through certificate copy)</em></td>
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<td></td>
<td>✓ &gt;30 Years’ experience in urban region planning</td>
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<td>✓ Managing at least 5 Donor funded projects in the last 10 years E.g World Bank, FID, European Union, UN habitat <em>(Demonstrate using Engagement letters/ contracts)</em> 3mks @</td>
</tr>
</tbody>
</table>

**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 $T + p = I$: $T=0.80$ and $P=0.20$ 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 consultants 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.
3.2TECHNICAL 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>
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</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>
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</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>Clients contact person for the assignment.</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Address:</th>
<th>No of Staff-Months; Duration of Assignment:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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

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

Firm’s Name: __________________________________________

Name and title of signatory: ___________________________

*(May be amended as necessary)*
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>
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</thead>
<tbody>
<tr>
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</table>

2. Support Staff

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

\[\text{[1}^{\text{st}}, 2^{\text{nd}}, \text{etc. are months from the start of assignment]}\]

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1\text{st}</th>
<th>2\text{nd}</th>
<th>3\text{rd}</th>
<th>4\text{th}</th>
<th>5\text{th}</th>
<th>6\text{th}</th>
<th>7\text{th}</th>
<th>8\text{th}</th>
<th>9\text{th}</th>
<th>10\text{th}</th>
<th>11\text{th}</th>
<th>12\text{th}</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
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<tr>
<td>2. Interim Progress Report</td>
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<tr>
<td>(a) First Status Report</td>
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<tr>
<td>(b) Second Status Report</td>
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<tr>
<td>3. Draft Report</td>
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<tr>
<td>4. Final Report</td>
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</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>2. 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

________________[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

<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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price Component</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: ______________________
## 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate.)</th>
<th>Remuneration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Activity No. ___________________________ Name: _______________________
### 5. REIMBURSABLES PER ACTIVITY

<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>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total
### 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, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>


SECTION V: - TERMS OF REFERENCE- TOR

TERMS OF REFERENCE FOR TECHNICAL ASSISTANCE IN MANAGEMENT OF PROGRAMS AND PROJECTS AND IN MATTERS RELATED TO URBANIZATION AND URBAN DEVELOPMENT.

<table>
<thead>
<tr>
<th>Title</th>
<th>Technical assistance to the County Government of Meru in Management of programs and projects and in matters related to urbanization and urban development.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>The project area will cover all urban areas and urban institutions in Meru County namely; Meru Municipality, the big five towns and all towns and market centers within the county. The department of Urban Development hereafter referred as the “client” shall be contacted for Clarification (if any) on the project area.</td>
</tr>
<tr>
<td>Duration</td>
<td>12 working months on a needs basis</td>
</tr>
<tr>
<td>Inputs</td>
<td>Planning &amp; Urban Development Individual Consultant/ firm/12 working months</td>
</tr>
</tbody>
</table>

A. INTRODUCTION

Meru County is one of the devolved units of Kenya. It has several urban areas that are rapidly growing and require technical assistance so that they develop in an organized and sustainable manner. Rapid growth of population within the urban areas demands for proper planning of dwelling, sanitation facilities and other infrastructure.

B. OBJECTIVE OF THE ASSIGNMENT

The objective of this T.O.R is to guide in hiring a consultant for technical assistance to the County Government of Meru in management of programs and projects and in matters related to urbanization and urban development.
C. **SPECIFIC OBJECTIVES**

1. **County integrated spatial plan.**
   i) Draw TORs for preparation of County Spatial plan.
   ii) Prepare contract documents for preparation of County spatial plan.
   iii) Support procurement of consultants for preparation of County spatial plan.
   iv) Supervise the Contractor.
   v) Recommend payments to the consultant.
   vi) Receive from consultant completed County integrated spatial plan.
   vii) Forward to County executive the completed integrated spatial plan for review and forwarding to County Assembly for approval.

2. **Urban integrated development plan**
   i) Review of existing plans.
   ii) Develop TORs for preparation of plans where none exist.
   iii) Supervise consultants reviewing existing plans.
   iv) Supervise consultants preparing fresh/new plans.
   v) Recommend payment certificates to County executive consultants reviewing the plans.
   vi) Recommend payment certificate to consultants preparing new plans.
   vii) Forward completed plans to County executive for review and onward forwarding to County Assembly for approval.

3. **Capacity on urban management**
   Assess existence, relevance and effectiveness of:
   - IDeps/corporate plans
   - County urban institutional development strategies
   - Staffing norms
   - Urban funding
   - Urban facilities such as offices, vehicles, equipment etc.
   - Develop management structure

4. **General planning Capacity Assessment**
   i) Review the current mandate of planning function and recommend to executive any further action.
   ii) Develop staffing norms for urban areas.
   iii) Assess needs for offices and equipment for urban areas.
   iv) Assess the training needs for staff of urban areas.
   v) Develop peer learning programs for urban areas.
   vi) Recommend to County executive relevant actions to improve capacity of urban areas to perform.

5. **Land Use Planning and Development Control System**
i) Assess the effectiveness of the existing development control system with a view to either improving on it or establishing a more efficient and effective development control system.
ii) Develop to TORs for formulation of county development control policy and enactment of development control law.
iii) Supervise the consultancy.
iv) Receive the policy on behalf of County executive.
v) Forward to County executive the draft policy for review and onward forwarding to C.A. for approval.

6. Domestication of international and National Urban agenda.
i) Create awareness of existence of international and national urban agenda to the County leadership and other stakeholders through workshops and public fora.
ii) Generate reading materials for distribution to public.
iii) Develop TORs for formulation of supportive policies and/or enactment of relevant laws to support the agenda.
iv) Organize best practice and peer learning excursions and exchanged programs.
v) Advice the County executive on possible funding support sources for supporting the agenda.
vii) Supervise consultants in F (iii) above.

7. Support to programs and projects
i) Conduct feasibility on proposed programs and projects.
ii) Conduct Due Diligence on project site/land.
iii) Develop programs and project proposals for possible funding by internal and external sources.
iv) Develop to TORs on design and documentation of programs and project for award of contracts.
v) Supervise the programs and projects on behalf of County executive.
vi) Produce and forward to County executive a monthly report for each program and/or project.
vii) Follow up on behalf of the executive production and service of programs and project reports to all involved parties.
viii) Certify payment certificates for honoring by executive.

i) Formulate tools for monitoring evaluation and reporting on programs and projects.
ii) Conduct periodic monitoring evaluation and reporting on programs and projects.
iii) Compile and forward to County executive monthly ME reports for all programs and projects.

9. Best practices and peer review
i) Identify best practices locally and internationally for peer learning and benchmarking.
ii) Evolve town/city/municipality twinning program.
iii) Formulate exchange programs.
iv) Advice the County executive on possible twinning, benchmarking and exchange opportunities.

10. Supervision of Consultancies
i) Receiving of monthly reports from consultancies.
ii) Chairing technical meetings between the County Government and the Consultancies.
iii) Producing and forwarding to County executive monthly report on every ongoing consultancy.
iv) Certifying payment to consultancies.
v) Receiving output of the consultancy on behalf of county government and forwarding the same to county executive.
vii) Advising the county executive on closure or other determination of a consultancy.

D. SCOPE OF ASSIGNMENT

At the onset, the consultant shall discuss the requirements outlined in this TOR, including the expectations and possible implementation of this activity with the client. The outcome of the discussion shall form the basis of the technical assistance on the management of the programs and projects. A work plan shall be reviewed and endorsed by the Client before implementation. Any changes to the agreed work plan shall be supported by the valid arguments and shall need approval by the client.

Technical assistance to the County Government of Meru in management of program and project and in matters related to Urbanization and Urban Development shall comprise of but not limited to the following effects:

i) Reviewing the state of preparedness of the County in urbanization through assessment of the status of preparation and implementation of urban and county plans and policies.
ii) Assessment of urbanization management capacity and highlighting the needs to be addressed.
iii) Assessment and development of framework for domestication of international and national urban agenda, including the New Urban Agenda (NUA), the Sustainable Development Goals (SDGs), the National Urban Policy, the Vision 2030 National Blue Print and related medium term plans; and to recommend further strategies to entrench the policies and any other such in the County socio-economic planning fabric.
iv) To support the County Government in the management of programs and projects with wide policy and impact implications, including special programs such as KUSP, KISIP and other externally funded programs and projects.
v) To advice the County Government on general land use planning and development control strategies, including on delineation of urban boundaries to protect the rich agricultural land while supporting growth of urbanization.

vi) To supervise, monitor and report to county executive, through monthly reports, progress of all externally funded programs and projects.

vii) To research into and advise the County Government on best practices and peer review mechanism in urbanization and urban development.

viii) Supervision of consultancies hired by County Government of Meru to undertake urban programs and projects.

ix) Any other assignment as may be assigned by the County Government of Meru.

E. KEY PERSONNEL AND QUALIFICATION

The consultancy team shall have key personnel with the following minimum qualifications:

A. One team leader: Master of Urban and Regional Planning, Urban Development/Management. Ten years of professional work experience or its equivalent.

B. One urban planner: Master’s Degree with at least five years of experience.

C. One Engineer: Minimum qualification of Bachelor’s Degree with at least 5 years of relevant work experience and should have knowledge in preparing Investment Plans, Designs and Bills of Qualities.

D. One landscape Architect: Minimum qualification of a Bachelor’s Degree with at least five years’ experience.

E. One Social Economist: Minimum five years’ experience and should have a degree /specialization in economics.

F. One Environmental Specialist: Minimum five years of relevant work experience and should have relevant (Degree or Specialization) in Environment.

NB. The team leaders can be Urban Planners or Urban Designer.

All work experiences of key personnel must be supported by proper work completion certificates and degree certificates with CVs Signed by the key Personnel and counter signed by the employers.

F. DELIVERABLES/OUTPUTS

The consultants shall submit the following as per the work plan agreed with client:

- Overall assignment objectives & strategic plan.
- Work plan outlining main activities and sub-activities, methodology and timeline and schedule of activities to be undertaken in the year.
- Lists of key and supporting staff, their qualifications and experiences, tasks assigned and time allocations.
- Monthly reports of all activities carried and including M & E reports.
- Drawings designs and BQs where applicable.
- Any report requested by the client.
G. **PUBLIC PARTICIPATION**

Activity that involves the public should be conducted with proper public participation which should be requested by the consultant and organized by the local administration.

H. **RESPONSIBILITY OF DIRECTORATE OF URBAN DEVELOPMENT**

- Facilitate meetings and data collection from relevant department and other government agencies and stakeholders
- Coordinate and manage the public
- Consultation meetings and public presentations
- Provide cadastral maps and land ownership details for spatial plan development
- Provide timely feedback on the reports and plans submitted by consultants

I. **DIVISION AND TIMELINE**

The consultancy shall be completed within twelve months after the signing of the contract. The consultants should submit their detailed work plan in line with the T.O.R during tendering process.

J. **SCHEDULE OF PAYMENT**

<table>
<thead>
<tr>
<th>1.</th>
<th>STAGES OF WORK</th>
<th>AMOUNT PAYABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>upon submission of a detailed work plan to the client and the client agreeing to timeline and activities as per this T.O.R</td>
<td>20% of the contract form</td>
</tr>
<tr>
<td>2</td>
<td>Upon completion of 50% of the activities in the work plan and submission of their report</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>upon completion of 50% of the remaining work plan activities and submission of all reports</td>
<td>40%</td>
</tr>
</tbody>
</table>

**NB:**

- Mobilization advance will not be paid
- All payment will be paid upon verification by the CECM in charge of the urban development
- The work plan should be in form of a ghant chart
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.

3. Payment
   A. Ceiling
      For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to
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 A. Coordinator.

Administration

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

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.

### Part 1 – General:

- **Business Name**
- **Location of business premises.**
- **Plot No.**
- **Postal Address**
- **Tel No.**
- **Fax**
- **E mail**
- **Nature of Business**
- **Registration Certificate No.**
- **Maximum value of business which you can handle at any one time – Kshs.**
- **Name of your bankers**
- **Branch**

### Part 2 (a) – Sole Proprietor:

- **Your name in full**
- **Age**
- **Nationality**
- **Country of origin**
- **Citizenship details**
  - **Citizenship details**
  - ****

### Part 2 (b) Partnership:

**Given details of partners as follows:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Citizenship Details</th>
<th>Shares</th>
<th>Nationality</th>
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</thead>
<tbody>
<tr>
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<td>Part 2 (c) – Registered Company</td>
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<td></td>
<td>Private or Public</td>
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<td></td>
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<tr>
<td></td>
<td>State the nominal and issued capital of company-</td>
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<td></td>
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<tr>
<td></td>
<td>Nominal Kshs. ..........................</td>
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</tr>
<tr>
<td></td>
<td>Issued Kshs. ..........................</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Given details of all directors as follows</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Citizenship Details</td>
<td>Shares</td>
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<tr>
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</tr>
<tr>
<td>Date</td>
<td>Signature of Candidate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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 ............................................(insert 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
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