COUNTY GOVERNMENT OF MERU

TENDER NO. CGM/RFP/ 003 /2018-2019

CONSULTANCY SERVICES FOR CONDUCTING OF SOCIO ECONOMIC BASELINE STUDY OF THE MERU VISION 2040 FOR THE COUNTY GOVERNMENT OF MERU

CLOSING DATE: 9TH NOVEMBER, 2018 AT 10.00 A.M
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>3</td>
</tr>
<tr>
<td>SECTION I. Letter of Invitation</td>
<td>4</td>
</tr>
<tr>
<td>SECTION II. Information to consultants</td>
<td>5</td>
</tr>
<tr>
<td>Appendix to information to Consultants</td>
<td>12</td>
</tr>
<tr>
<td>SECTION III Technical Proposal</td>
<td>13</td>
</tr>
<tr>
<td>SECTION IV. Financial Proposal</td>
<td>22</td>
</tr>
<tr>
<td>SECTION V Terms of Reference</td>
<td>26</td>
</tr>
</tbody>
</table>
INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.

2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.

3. A separate SRFP has been provided for selection of individual professional consultants.

4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.
SECTION I- INVITATION TO CONSULTANT

Date 29th October, 2018

TENDER REF NO: CGM/RFP/ 003 /2018-2019

RE: CONSULTANCY SERVICES FOR CONDUCTING OF SOCIO ECONOMIC BASELINE STUDY OF THE MERU VISION 2040 FOR THE COUNTY GOVERNMENT OF MERU

Meru County Government invites sealed bids from eligible candidates for CONSULTANCY SERVICES CONSULTANCY SERVICES FOR CONDUCTING OF SOCIO ECONOMIC BASELINE STUDY OF THE MERU VISION 2040 FOR THE COUNTY GOVERNMENT OF MERU.

1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at Meru County Headquarters P.O BOX 120-60200 MERU, Ground floor Municipal Building at the County Head Supply Chain Management office during normal working hours.

1.2 A complete set of tender documents may be obtained by interested candidates for free by downloading from the County Government of Meru website: www.meru.go.ke

1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at (Meru County Headquarter) or be addressed to County Secretary Meru County Government P.O BOX 120-60200 MERU) so as to be received on or before Friday 9th November,2018 at 10.00 a.m.

1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.

1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Meru County Headquarter Chamber Hall.

Head of Supplies Chain Management
For (County Secretary Meru County Government)
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 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 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:

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<td>(i) Mandatory requirements</td>
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<td>(a) Valid registration certificate</td>
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<td>(b) Valid tax compliance certificate</td>
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<tr>
<td>(c) Pin certificate.</td>
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</tbody>
</table>
(d) Single Business Permit
(e) CR 12
(f) Dully filled Confidential Business Questionnaire
(h) All pages of the proposal must be serialized
(i) Bid security of Ksh.200,000
(j) Original and 1 copy

(ii) Specific experience of the consultant related to the assignment (20)
(iii) Adequacy of the proposed work plan and methodology in responding to the terms of reference (45)
(iv) Qualifications and competence of the key staff for the assignment (35)

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 (Sf) 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 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.

Clause Reference

2.1 The name of the Client is: Meru County Government; Department Finance, Economic Planning & ICT

2.1.1 The method of selection is; Request For Proposal

2.1.2 Technical and Financial Proposals are requested and the name, objectives, and description of the assignment are as per ToR

2.1.3 A pre-proposal conference will not be held.

The name(s), address (es) and telephone numbers of the Client’s official(s) are: N/A

2.1.4 The Client will provide inputs as per ToR

2.1.5 (ii) The estimated number of professional staff months required for the assignment is N/A

(iv) The minimum required experience of proposed professional staff is as per ToR

2.1.6 (vii) Training is a specific component of this assignment:

Yes____ No ___no_____ (If yes, provide appropriate information)

(viii) Additional information in the Technical Proposal includes:

as per TOR

2.1.7 Taxes: [net inclusive of all taxes and deliveries]

2.5.2 Consultants must submit an original and at least 10 bound copies and a soft copy additional copies of each proposal.

2.5.3 The proposal submission address is: __as per TOR__ Information on the outer envelope should also include: Tender number and addressed to the County Secretary P.O Box 120-60200 Meru

2.5.4 Proposals must be submitted no later than the following date and time: 9th November, 2018 at 10.00 a.m____as per ToR_____

2.6.1 The address to send information to the Client is: County (CECM)
2.6.3 The minimum technical score required to pass is *75% of the technical score*.

2.6.4 Alternative formulae for determining the financial scores is the following: …………………

The weights given to the Technical and Financial Proposals are:

\[ T = 0.80 \]
\[ P = 0.20 \]

2.6.5 The assignment is expected to commence on November at *Meru County Government*. 
SECTION III: - TECHNICAL PROPOSAL

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.
SECTION III - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_______________ Date]

To:______________________ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

______________________________ [Authorized Signature]:

______________________________ [Name and Title of Signatory]

______________________________ [Name of Firm]

______________________________ [Address:]

2. **FIRM’S REFERENCES**

**Relevant Services Carried Out in the Last Ten Years**

*That Best Illustrate Qualifications (attach copies of award and completion letters)*

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

Name and title of signatory: ________________________
3. **COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

On the Terms of Reference:

1. 

2. 

3. 

4. 

5. 

On the data, services and facilities to be provided by the Client:

1. 

2. 

3. 

4. 

5.
4. **Description of the Methodology and Work Plan for Performing the Assignment**

5. **Team Composition and Task Assignments**

5.1. Technical/Managerial Staff

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<th>Position</th>
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5.2. Support Staff

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<th>Task</th>
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6. Format of Curriculum Vitae (CV) for Proposed Professional Staff
(attach certified copies of academic credentials)

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.

[Signature of staff member]  
Date: ______________

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

Full name of staff member: ______________________________________________

Full name of authorized representative: ________________________________

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>Weeks (in the Form of a Bar Chart)</th>
<th>Number of weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1  2  3  4  5  6  7  8  9  10  11  12</td>
<td></td>
</tr>
</tbody>
</table>

Reports Due: _________

Activities Duration: _________

Signature: ________________________  
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: _________________________
8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

<table>
<thead>
<tr>
<th></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>
</thead>
<tbody>
<tr>
<td>Activity (Work)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<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>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. stakeholders findings report</td>
<td></td>
</tr>
<tr>
<td>4. Draft Report</td>
<td></td>
</tr>
<tr>
<td>5. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
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 down 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 deliveries specified in the request for proposal.

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

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>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>Regular staff</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. Miscellaneous Expenses

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Activity Name: ___________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Description</td>
</tr>
<tr>
<td>1.</td>
<td>Communication costs_____</td>
</tr>
<tr>
<td></td>
<td>(telephone, telegram, telex)</td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
</tr>
<tr>
<td></td>
<td>Equipment: computers etc.</td>
</tr>
<tr>
<td>3.</td>
<td>Software</td>
</tr>
<tr>
<td>4.</td>
<td>Grand Total</td>
</tr>
</tbody>
</table>

**NB:** (where space is not enough use a separate paper)
TERMS OF REFERENCE

1. PREAMBLE

The County Government of Meru, one of the 47 Counties of Kenya under the devolved government has launched the Meru Economic and Social Council (MESC). MESC is a high-level advisory body to the County Government of Meru and its main flagship project is to develop the Meru Vision 2040 as a long-term blueprint to guide development of the County. The Meru County Vision 2040 will be organized around four pillars; Economic, Social Political and Enablers Pillars. The Economic pillar will focus on Agriculture, Industry, Trade, Tourism, Financial services, Business and Mining. The Social pillar will encompass Education, Health, Environment, Housing, Culture, Religion, Gender, Youth and the Disadvantaged. The Political Pillar will include Governance, Cohesion, Conflict Resolution, Constitutionality, Politics and Leadership. The Enablers will include; Infrastructure, Energy, ICT, Roads, Railway, Airports, Water, Land, Services, Security, Public Service and Legal system.

2. OBJECTIVE

The Objective of this assignment is to undertake a comprehensive baseline study of Meru County to fill existing data gaps in the Economic, Social, Political and the Enablers pillars.

The specific objectives are as follows:

a) To conduct a baseline study to understand the current baseline conditions on the Economic, Social, Political and Enablers pillars of Meru in all the sub counties and wards of the County.

b) In view of the baseline conditions and projections (using different scenarios), to recommend flagship areas that would lead to faster achievement of the proposed vision at the ward and sub-counties.

3. MAIN TASK

1) The main task for this consultancy is to review both secondary and primary sector existing data from the County Government reports and National datasets including GoK Big Four and Sustainable Development Goals, to fill the existing data gaps.

2) To do ground truthing for any missing or questionable data

3) Give recommendations and propose sectors to enable county meet its vision of prosperous and united happy County

4) Compile a report showing the status of each sector per ward & Sub County and the aggregated data for the whole county per sector.

4. DETAILED BASELINE DATA REQUIREMENT BY PILLARS

The data requirements for each of the pillars include but is not limited to the following;

4.1 COUNTY GROSS DOMESTIC PRODUCT (CGDP) – Computation and trends over time
4.2 ECONOMIC PILLAR

4.2.1 AGRICULTURE

4.2.1.1 CROP

i) Data on Area(Ha) under the main crops county wide

ii) Total Annual production(MT) for each crop and trends

iii) Total Annual Value(Ksh) of produced Crop

iv) Key value chains

v) Production of agriculture & livestock in the county

vi) Key (investable) points in agricultural value chains and projected benefits/output to 2040(under different scenarios)

vii) Key (investable) points in agricultural value chains and projected benefits/output to 2040(under different scenarios)

4.2.1.2 LIVESTOCK

4.2.1.2.1 Dairy enterprise (To Validate)

i) Dairy cow population per sub county and county

ii) Number of dairy breeds per sub county and county

iii) Production per cow per sub county and county

iv) Average milk yields per sub county and county

v) Quality of animal feeds in the county

vi) Amount of milk processed per sub county and county and projections(use and explain different scenarios)

4.2.1.2.2 Dairy goat

i) Dairy goat population per sub county and county

ii) Quality of breed in the county

iii) Production per goat per sub county and county

iv) Value of goat milk processed and projections(use and explain different scenarios)

4.2.1.2.3 Beef Production

i) Number of beef animals per sub county and county

ii) Quantity of beef production per sub county and county

iii) Quantity of beef processed in the county

iv) Pasture availability in the sub county and county
4.2.1.2.4 Hides and Skin
i) quantities of hides and skins produced per sub county and county per year and trends
ii) Quality of hides and skins produced in the county
iii) Quantity that is value added( tanned) & Trends in the county
iv) Value of Hides and skins sold and projections to 2040(use different scenarios)

4.2.1.2.5 Poultry
i) Number of chicken per breed per sub county
ii) Establish the number of eggs production per sub county and county
iii) Establish the quantity of chicken meat per sub county and county
iv) Projections to 2040 (under different scenarios)

4.2.1.2.6 Honey Production
i) Number and types of hives in the sub county and county
ii) Quantity of honey produced per sub county and county
iii) Establish the quantity of honey processed in the county

4.2.1.3 FISHERIES
i) Fish breeds in the sub county and county
ii) Fish production per sub county and county
iii) Active fish ponds & production by sub-county
iv) Establish the quality of fish feeds in the county
v) Existing markets & supply status
vi) Existing Fish value addition

4.2.2 TOURISM
i) Hotel classification by star ranking
ii) Number of Annual Visitors in the county and by tourist sites
iii) Key tourism sites in Meru County
iv) Tourism numbers per site and growth projections( use and explain different scenarios)
v) Key investable points on tourism by 2040

4.2.3 TRADE

Inter –County Trade
i) Types, volume and trends of Meru goods exported to other counties
ii) Types, volume and trends of goods imported into Meru County from other counties
iii) Projections for (i&ii) for 2040(under different scenarios)

iv) County Industrial Statistics
   - Data on Micro Industries classified according to product type
   - Data on Small Industries classified according to product type
   - Data on Medium Industries classified according to product type
   - Data on large Industries classified according to product type

International Trade
   - Status of export goods and services produced in the County (Types, volumes & Trends)
   - Projections for 2040(Under different scenarios)

4.2.4 MANUFACTURING AND INDUSTRIALIZATION

i) Warehousing facilities and their capacity across the county
ii) Type of cottage industries in the county & Capacity
iii) Projections for i &ii above for 2040
iv) Manufacturing plants in the county and capacity
v) Best Locations of industrial parks in the county.

4.2.5 COOPERATIVES (To validate)

i) Classification into Urban Saccos, Rural Saccos, & Matatu Saccos; focusing on;
   - number of members
   - annual turnover
   - Value of savings and loans
ii) Classification of farmers’ Cooperative Societies into coffee, tea, macadamia & bananas, potatoes, Miraa, fish, sweet potatoes;
   - Total Membership,
   - registered cooperatives per sector,
   - total mobilized savings,
   - number of employees,
   - focus on: Number of cooperatives, Number of members, value of properties owned, annual turnover direct and indirect beneficiaries
iii) Housing cooperative societies;
    Number of Unions by type, Number of members, value of property held

4.2.6 FINANCIAL SERVICES

- Status of financial literacy in the County
• Access to financial services per ward
• Key Sources and potential of County Own Revenue.

4.3  **SOCIAL PILLAR**

4.3.1 Overall Quality of Life and satisfaction

➢ Happiness Index by age, gender and region
➢ Satisfaction index by age, gender and region
➢ Per capita income

4.3.2 Health Sector

-Uptake of NHIF cards by ward, County and trends
-Uptake and trends of uptake of other insurance options and trends
-Life expectancy- inter county disparity

4.3.3 Education, Technology, Culture &Arts

➢ University data and Middle college data on enrolment, teacher student ratio, completion, transition rates, infrastructure, student book ratio
➢ Quality of education offered at all levels.
➢ Youth Talent development in all levels.
➢ Enrolment and trends.
➢ Teacher: student at all levels
➢ Validate and confirm existing estimates on transition rate & Literacy rates in the county

4.3.4 Gender & Social Development.

➢ Number and trends of street children and families in Meru
➢ Number of people with disabilities and types of those disabilities.
➢ % of Public offices accessible to PWD Countywide
➢ Gender based violence prevalence, their classification e.g. FGM, Forced early marriages etc. and trends

4.3.5 Environment, Natural Resources and Wildlife

➢ Status of key environmental, Natural and wildlife resources
➢ Conduct a detailed SWOT of the Environmental, Natural and Wildlife resources

4.4 POLITICAL PILLAR
i) Types and trends of conflicts in Meru County.
ii) Map areas affected and areas with potential for conflicts.
iii) The actors, who are involved and the issues that fuel the conflict.
iv) Document mechanisms and trends in conflict resolution in the county by sub-county

4.5 ENABLERS PILLAR
4.5.1. ICT SECTOR

(i) ICT Baseline Survey – Internal and Countywide
   a) Status of Technology driven services uptake.
   b) Mobile devices penetration index and categorization.
   c) ICT literacy index by Age, Gender and region.
   d) County ICT driven public services
   e) Uptake of online business, research opportunities and partnerships such as M-Ajira.
   f) Status of establishment of Innovation and incubation centers in the county.

4.5.2 LAND SECTOR
Status, Opportunities, Challenges and way forward.

4.5.3 WATER SECTOR
(i) Assessment of the water sources and uses.
   (ii) A concise description of the baseline information and any other information related to the particular water sources (beneficiaries and percentage cover per ward).
   (iii) Description of the challenges vis-à-vis identified water sources.
   (iv) Recommendation for improved water cover per ward.

4.5.3 PUBLIC SERVICES, SECURITY AND LEGAL SYSTEMS SECTOR
(i) County Human Resource Skills and Key Training Needs Analysis.
(ii) Recommend on ways of developing a well-trained workforce with the ability to adapt to uncertain and changing environment.
(iii) Baseline status on county employee performance and appraisal process
(iv) Baseline HR and service delivery issues that need to be tackled by the County to implement Vision 2040.
(v) Baseline on status of security and legal sub sectors in the County.

4.5.4 URBANIZATION SECTOR
i) Baseline on spatial planning in the County - Status, challenges and way forward.

ii) Key investable points in urbanization sector

4.5.5 GENERAL ENABLERS SECTOR

(i) Status of the enablers such as Land, Energy, Roads, Railways & Air Travel, ICT and Water infrastructure (interventions) in the County.

(ii) Areas of challenges and investable opportunities in the enablers.

5.0 EXPECTED OUTPUTS

1. An inception report to be submitted to the client 2 weeks after the award of the contract.

2. A draft baseline report to be submitted two weeks before the lapse of the contract. The report must incorporate the following:

   i. Well referenced literature on the sources of data and information.
   ii. Well analyzed and presented data.
   iii. Present status, gaps and recommendations for future interventions.
   iv. Present clear performance indicators
   v. The data collection tools used, raw data and analyzed data.

3. A final report containing the main findings of the baseline data and recommendations.

4. In addition, the consultant will avail the raw and analyzed data including database tables as collected and captured in electronic format using an agreed upon database management software.

5. The consultant will present the final report in a workshop attended by all the MESC members.

6.0 APPLICATION PROCESS

Interested consultancy firms should submit detailed technical and financial proposals covering:

1. Capacity statement

2. Demonstrated understanding of the terms of reference

3. Proposed methodology including data collection mechanisms

4. A detailed work plan

5. A detailed financial proposal

6. CVs of principle consultants representing key sectors

7. Two reference letters from recent clients with contact details of the referees.
The Consultancy Firm must;

1. Have a Development Economist as the Lead Consultant

2. Have done similar work before preferably in Kenya

3. Be familiar with the region have a sense of independence

4. Provide Verifiable data

5. Demonstrate the capacity to do the work within 2 months

6. Provide Referees

TIMELINE: The time to complete this assessment is one to two months.

ADMINISTRATIVE INFORMATION: The overall supervisor of this assignment will be the Chief Officer Department of Economic planning. However, the consultant will work on a day-to-day basis under the direct supervision of the Director of Economic Planning.

SUBMISSION: The application documents – technical and financial proposals - to be sent to:

The County Secretary

P.o.Box 120-60200

The application documents, technical and financial proposals, should reach the office by 9th November; 2018.
CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____ between………..[name of procurement entity] of ……………..[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and …………………….[name of tenderer] of ……..[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz…………………….…. [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ……………………………………….[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by___________the _________(for the Procuring entity)

Signed, sealed, delivered by___________the __________(for the tenderer)

in the presence of_______________.

33
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<table>
<thead>
<tr>
<th>Part 1 General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
</tr>
<tr>
<td>National</td>
</tr>
<tr>
<td>Tel No</td>
</tr>
<tr>
<td>Nature of Business</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
</tr>
<tr>
<td>Branch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full</td>
</tr>
<tr>
<td>Nationality</td>
</tr>
<tr>
<td>Citizenship details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
</tr>
<tr>
<td>State the nominal and issued capital of company</td>
</tr>
<tr>
<td>Nominal Kshs.</td>
</tr>
<tr>
<td>Issued Kshs.</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

Date | Signature of Candidate
TENDER SECURITY 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.

____________________________________________________

[signature of the bank]

(Amend accordingly if provided by Insurance Company)
PERFORMANCE SECURITY FORM

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

[name of the Procuring entity]

WHEREAS.................................[name of tenderer]

(herinafter called “the tenderer”) has undertaken, in pursuance of Contract No._________[reference number of the contract] dated _______________20______to

supply..........................................................................................................................................[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ...............................................................[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ...........................................[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

____________________________________________________________________________________

Signature and seal of the Guarantors

____________________________________________________________________________________

[name of bank or financial institution]

____________________________________________________________________________________

[address]

____________________________________________________________________________________

[date]

(Amend accordingly if provided by Insurance Company)
BANK GUARANTEE FOR ADVANCE PAYMENT

To…………………………

[name of tender]……………………………………………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

…………………………………………………………………………………

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of ……………………………………………………………………………………………

[amount of guarantee in figures and words].

We, the ………………………………………………………………………………………

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ……………………………………………………………………………………………

[amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

____________________________________________________________

[name of bank or financial institution]

____________________________________________________________

[address]

____________________________________________________________

[date]
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____________________

_____________________

_____________________

RE: Tender No.______________

Tender Name______________

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

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

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

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

(FULL PARTICULARS)________________________________________

________________________________________

SIGNED FOR ACCOUNTING OFFICER
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
FORM OF TENDER

Date____________________________
Tender No._______________________

To……………………..
…………………………..
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. [insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this ______________ day of ______________ 20
[signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of___________