



COUNTY GOVERNMENT OF LAIKIPIA



**P.O BOX 1271-10400
NANYUKI**

REQUEST FOR PROPOSALS (RFP)

**SELECTION OF CONSULTANTS TO PROVIDE CONSULTING
SERVICES FOR:**

**REFERENCE FOR CONSULTANCY SERVICES IN DEVELOPMENT OF LAIKIPIA
COUNTY INTEGRATED DEVELOPMENT PLAN 2023-2027**

Tender No. LCG/IDP/B/1/2022-2023

OPENING DATE :12TH OCTOBER 2022 at 10.00A.M

**SELECTION OF CONSULTANTS TO PROVIDE CONSULTING
SERVICES FOR:**

Close date :12TH OCTOBER 2022 at 10.00 A.M

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Instructions to Consultants

A. GENERAL PROVISION

DEFINITION (a) “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

- (b) “**Applicable law**” means the laws and any other instruments having the force of law in Kenya.
 - (d) “**Client**” means the implementing agency that signs the Contract for the Services with the selected Consultant.
 - (e) “**Consultant**” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
 - (f) “**Contract**” means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices).
 - (g) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write the provisions of the ITC.
 - (h) “**Day**” means a calendar day.
 - (i) “**Experts**” means, collectively, Non-Key Experts, of any other personnel of the Consultant Sub-consultant or Joint Venture member(s).
 - (j) “**Government**” means the Government of Kenya or County Government.
 - (k) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (l) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the consultants proposal.
 - (m) “**ITC**” (this Section 1 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.
 - (n) “**LOI**” means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
 - (o) “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
 - (p) “**Proposal**” means the Technical Proposal and the Financial proposal of the consultant.
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- (q) “**RFP**” means the Request for Proposals to be prepared by the client for the selection of consultants based on the SRFP.
- (r) “**SRFP**” means the Standard Request for Proposal which may be used by the Client as the basis for the preparation of the RFP.
- (s) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “**Sub-consultant**” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “**TORs**” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide at no cost to the Consultants the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional objective, and impartial advice, at all times holding the Client's interests paramount strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods works or non-consulting services: a firm that has been engaged by the Client to provide goods, works or non-consulting services for a project ,or any of its Affiliates ,shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

B .Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants)or any of its Affiliates shall not be hired for any assignment that, by its nature ,may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflicts stemming from this relationship has been resolved in a manner acceptable to the LCG throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that The Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting Services related to the assignment in question to that end ,the Client Shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that Respect give such Consultant any unfair competitive advantage over Other competing Consultants.

5. Corrupt and

5.1 LCG requires compliance with its policy in regard to corrupt

Fraudulent Practices

and fraudulent practices as set for in Section6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit LCG to inspect all accounts, records ,and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by LCG if found necessary.

6. Eligibility

6.1 Government officials and civil servants of L C G or G O K are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with the Applicable law and they

(i) Are on leave of absence without pay, or have resigned or retired;

(ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;

(iii) Their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

7. General Considerations

7.1. In preparing the Proposal the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9. Language

9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2. The Consultant shall furnish information on commissions, gratuities, and fees if unpaid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution

11. Only One Proposal

11.1. The Consultant shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member submits or participates in more than one proposal all such proposals shall be disqualified and rejected. This does not however, unless otherwise stated in the **Data Sheet**, preclude a Sub-consultant or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.

12. Proposal Validity

12.1. **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts the propose rates and the total price.

12.3. it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should then arise, the Client may request in writing all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts in case of Extension of Validity Period

12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Experts shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Experts.

12.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client such Proposal will be rejected.

c. Sub-Contracting

12.9. The Consultants shall not sub contract the whole of the Services.

13. Clarification and Amendment of RFP

13.1. The Consultant may request a clarification of any part of the **Data Sheet** before the Proposals'

submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, its hall do so following the procedure described below:

13.1.1. At any time before the proposal submission deadline the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all short listed Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2. If the amendment is substantial, the Clients hall extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposals hall be accepted after the deadline.

14. Preparation of 14.1. While preparing the Proposal the Consultant must give particular attention to the following:
Proposals–
Specific
Considerations

14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the formal Joint Venture, it may do so with either(a)non-shortlisted Consultant(s), or(b) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the formal Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts 'time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the Consultants hall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be rejected.

14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusion or exclusive of taxes, is given in the **Data Sheet**,

And the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content 15.1. The Technical Proposal shall not include any financial information. A technical Proposal containing material financial information shall be declared non-responsive.

15.1.1. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.1.2. Variations are not allowed.

15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal 16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.

a. Price Adjustment 16.2 For assignments with a duration exceeding 18 months a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

16.3 The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Sub-consultants, and their Experts (other than nationals or permanent residents of the Client's country). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

b. Currency of Proposal 16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.

d. Currency of Payment 16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). Technical proposal and financial proposal in separate envelope shall be deposited in the tender box.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all

Pages of both. The authorizations shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, inter lineation's erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Technical and Financial Proposals shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies the original shall prevail."

17.5 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contracts awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who

submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or any one on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3 Notwithstanding the above provisions from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in presence of bidders who wish to attend.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS) the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked consultant is opened by the Client's

Evaluation committee all other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical Score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is option a and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in presence of bidders who will pass technical evaluation.

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

24. Correction of Errors

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be Considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. If it turns out that the price is abnormally low; the Financial Proposal may be declared non compliant and rejected.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financials core will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2. In the case of FBS those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.3. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. NEGOTIATIONS AND AWARD

28. Negotiations

28.1. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or if applicable are placement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5. The negotiations include discussions about the Terms of Reference (TORs) the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

c. Financial negotiations

28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

29. Conclusion of Negotiations

29.1. The negotiations are concluded with are view of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2. If the negotiations fail, the Client shall in form the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations in forming the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award without thereby incurring any liability to Consultants.

30. Award of Contract

30.1. After completing the negotiations, the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section 2. Data Sheet

A. General	
ITC1 (b) Applicable Law	<i>Kenya</i>
ITC2.1	<p>Name of the Client: County Government of Laikipia-</p> <p>Method of selection: Highest Points selection</p> <p>Type of contract: Time Based Contract</p>
ITC2.2	<p>The name of the assignment is: DEVELOPMENT OF LAIKIPIA COUNTY INTEGRATED DEVELOPMENT PLAN (2023 – 2027)</p>
ITC2.3	A pre-proposal conference will not be held
ITC2.4	The Client will not provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals.
ITC3.2.1 Conflict of Interest	<p>The following additional circumstances shall be considered as a conflict of interest: <i>[N/A]</i></p> <p>The following additional circumstances shall not be considered as a conflict of interest: <i>[N/A]</i></p>
ITC4.1 Unfair Competitive Advantage	<i>[N/A]</i>
B. Preparation of Proposals	
ITC9.1 Language	<p>Proposals shall be submitted in English language.</p> <p>All correspondence exchanges and documents shall be in English language.</p>
ITC10.1 Documents Comprising the Proposal	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;">All proposal shall be submitted as follows..</p> <p>(1) Technical Proposal Submission Form (T-1)</p> <p>(2) Description of methodology, work plan and consultant(s) profile (T-2, T-3, and T-4 are provided as indicative format)</p>

AND

	<p>(1)Financial Proposal Submission Form (F-1)</p> <p>(2)Summary of Costs (F-2)</p> <p>(3)Break down of Prices(F-3 and F-4, provided as indicative format in case of lump-sum contract)</p>
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ITC11.1 **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is Not permissible.**

ITC12.1 **Proposals must remain valid for 60 calendar days after the Proposal submission deadline.**
Proposal Validity

ITC13.1 **Clarifications may be requested no later than 4days prior to the submission Deadline.**
Clarification

The contact information for requesting clarifications is:

County Government of Laikipia
The head of supply chain
P.O Box 1271-10400
Nanyuki
Kenya
E-mail: info@laikipiacounty.go.ke

ITC14.1.1 N/A

ITC14.1.2 **Estimated contract duration**
(do not use for • **90 days**
Fixed Budget
method)

ITC14.1.3 **The Consultant’s Proposal must include the minimum Key Experts’ time-Input**
For time-based

Proposals including less than the required minimum time input shall be rejected.

ITC14.1.4 N/A
and 27.2
Use for Fixed
Budget
Method

ITC16.1 *[A sample list is provided below for guidance. Items that are not applicable Reimbursable Expenses should be deleted; others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:]*

- (1) A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;
- (2) cost of travel by the most appropriate means of transport and the most direct practicable route;
- (3) cost of office accommodation including overhead and back-stop Support; (4) communications costs;
- (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;
- (6) cost of reports production (including printing) and delivering to the Client;
- (7) other expenses where applicable and provisional or fixed sums (if any)

**ITC16.2
Price
Adjustment**

A price adjustment provision applied store numeration rates: No

**ITC16.3
Taxes**

N/A

**ITC16.4
Currency of
Proposal**

**The Financial Proposal shall be stated in the following currencies:
[Ksh.]**

C. Submission Opening and Evaluation

ITC17.1

The Consultants shall submit their Proposals shall be opened in the presence of bidders who may wish to attend.

ITC17.4

**The Consultant must submit:
(a) Technical Proposal:
(b) Financial Proposal:**

ITC17.9

**The Proposals must be submitted not later than
12th OCTOBER 2022 at 10.00 AM

The Proposal submission address is:**

	<p><i>The Head of Supply Chain Management, The County Government of Laikipia P.O Box 1271-10400 Nanyuki Kenya</i></p>
<p>ITC19.1 Opening of Technical Proposals</p>	<p>The openings will be on: 12TH OCTOBER 2022</p> <p>Time. at 10.00 am</p>
<p>ITC19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>
	<p>D. Negotiations and Award</p>
<p>ITC28.1</p>	<p>Expected date and address for contract Negotiations: Date...</p> <p>Address <i>The County Government of Laikipia P.O Box 1271-10400 Nanyuki Kenya</i></p>
<p>ITC30.2</p>	<p>Expected date for the commencement of the Services: Date: October 2022</p>

TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal Submission form.
- ii) Firm's Organisation and References.
 - iii) Comments and suggestions of consultants on the Terms of Reference and on data, counterpart staff, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Firm's Current Workload
- vi) Team composition and task assignments
- vii) Format of curriculum vitae (CV) for proposed professional staff.
- viii) Time schedule for professional personnel (Construction Period)
- ix) Time schedule for professional personnel (Defects Liability Period)
- x) Activity (work) schedule
- xi) Confidential Business Questionnaire

i) 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 you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

ii) FIRM'S REFERENCES

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

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

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No. of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		
*Letter of Award: Ref. No.....Date:.....		
*Letter of Completion: Ref. No.....Date:.....		

Firm's Name: _____

Name and title of signatory; _____

iii) 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.

iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

v) FIRM'S CURRENT WORKLOAD

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

Assignment Name:	Country	
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:	No. of Staff:	
Address:	No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year): of Services	Expected date of Completion Date (Month/Year):	Approx. Value (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

vi) **TEAM COMPOSITION AND TASK ASSIGNMENTS**

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

vii) 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: _____

Mobile Number _____

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 authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

viii) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (CONSTRUCTION PERIOD)

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)										Number of months
			1	2	3	4	5	6	15			

Reports Due: _____

Activities Duration: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

ix) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (DEFECTS LIABILITY PERIOD)

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)										Number of months
			1	2	3	4	5	6	24			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

x) ACTIVITY (WORK) SCHEDULE

(a). Supervision Activities

[M0,M1,M3 are months from the start of assignment)

	M1	M2	M3	M4	M5	M24
Activity (Work)							

xi) 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 applies to your type of business.

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

Part 1 - General:

Business name.....

Location of business premises
.....

Plot No..... Street/Road.....

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

Nature of business.....
.....

Current Trade Licence No. Expiring Date.....

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your Bankers.....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin.....

*Citizenship details.....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public.....

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(d) - Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority who has interest in this firm? Yes /No**

.....
Date

.....
Signature of Bidder

* Attach Proof of Citizenship (Compulsory)

** Delete as necessary

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

i) FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

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

ii) SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Add 10% Contingency		
Taxes		
Total Amount of Financial Proposal		_____

iii) BREAKDOWN OF PRICE PER ACTIVITY

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

iv) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Activity Name: _____		
Names	Position	Input(Staff months, days or hours Rate as appropriate.)	Remuneration	Amount

Regular staff

- (i)
- (ii)

Consultants

Grand Total

v) **REIMBURSABLE PER ACTIVITIES**

Activity No: _____

Activity Name: _____

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

vi) **MISCELLANEOUS EXPENSES**

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.					
2.					
3.					
4.					
5.					
	Grand Total				_____

TERM OF REFERENCE FOR CONSULTANCY SERVICES IN DEVELOPMENT OF LAIKIPIA COUNTY INTEGRATED DEVELOPMENT PLAN 2023-2027

Introduction

The County Integrated Development Plan (CIDP) is a super plan for the counties that gives an overall framework for development. It aims to co-ordinate the work of both levels of the government in a coherent plan to improve the quality of life for all the people and contribute towards devolution. The planning process is an integral part of the development process. It is the first critical stage of the budget process (PFM 35 and PFM 126). The PFM 126 provides that every county shall prepare a development plan in accordance with Article 220(2) of the Constitution of Kenya for approval by the county assembly.

According to sections 102(h), 104(1) and 108 of the County Government Act 2012, county governments are required to prepare 5-year County Integrated Development Plans which are the basis for appropriation of funds. Further, Section 104 (1) of the Act obligates the county governments to plan for the county and no public funds should be appropriated without a planning framework.

As required by law, the Laikipia County is set to develop its third County Integrated Development Plan for the period 2023-2027. This is a participatory process that is anchored in the various policy and legal frameworks such as the Constitution of Kenya, Vision 2030 and its Medium-Term Plan IV, Public Finance Management Act (PFMA), 2012.

The overall objective of this consultancy is to facilitate development of a well-structured County Integrated Development Plan (2023-2027) in close collaboration with the Department of Planning, the CIDP technical Team and the Sector Working Groups. This process follows the laid down guidelines provided by the National Treasury and Planning, State Department for Planning. This is expected to ensure that the public views and recommendations and governor's manifesto inform the CIDP. The CIDP must also take not account the cross-cutting issues, promotion of equity, consistency with spatial development framework, cross-sectoral considerations etc.

Scope of Work

The scope of work of the Consultant(s) will include, but not be limited to:

- Facilitation of Sector Working Group discussions on review of the CIDP 2018-2022.
- Consolidation and finalization of the CIDP 2018-2022 report.
- Review and analysis of the policy and legal frameworks such as the Vision 2030, spatial plans, municipal plans.
- Document successes, lessons and challenges experienced during the 2nd generation CIDP (2018-2022) and any emerging issues.

- Consolidate develop and share template for documenting public reviews for CIDP (2018-2022) and priority projects for the 3rd generation CIDP (2023-2027).
- Consolidate the views and project priorities from the public participation using the format provided for the CIDP.
- Facilitate workshop for the sector working groups to draft the 3rd generation CIDP.
- Consolidate all the different segments of the CIDP and finalization of these into a draft zero CIDP.
- Facilitate stakeholders' validation workshops of the CIDP draft zero.
- Incorporate the input from the stakeholders' workshop and produce the final draft.

Reporting Relationship

The consultant shall report to Chief Officer, Finance and Economic Planning. At all stages of CIDP development the consultant shall liaise with the Director Planning and the CIDP Technical Team. The Director Planning shall facilitate the coordination of meetings and other activities regarding this consultancy.

Logistics and administrative support

The Department of Planning shall provide the consultants with office space, organise meetings and training arrangements and offer other administrative and logistics supports.

Duration of the work

The duration of the consultancy is 90 days.

Qualifications of the consultant

The Consultant is required to have the following professional and technical qualifications.

a. Academic Qualifications/Experience/Competencies

Master's degree in strategic management and /or business-related courses, with at least of 15-years of experience. The consultant(s) must have undertaken similar assignments. A good understanding of government processes is necessary. Experience in facilitating analytics and strategic processes involving diverse stakeholders is a requirement.

b. Competencies

- Strategic planning, accuracy and reliability.
- Ability to communicate effectively in writing.
- Strong organizational and communication skills, ability to work in a team.
- Ability to use ICT as a tool and resource.
- Ability to work against tight deadlines.
- Experience in mainstreaming gender and youth empowerment in programme design.

c. *Language and other skills:*

- Proficiency in written and spoken English language, including the ability to set out a coherent argument in presentations and group interactions.
- Capacity to communicate fluently with different stakeholders (government authorities; civil society, local communities, project staff); and
- Computer skills: full command of Microsoft applications (word, excel, PowerPoint) and common internet applications will be required.
- High skills in facilitating stakeholders' workshops.

Criteria for selecting the best offer

Qualified consultants are expected to submit both the technical proposal complete with a work schedule and a financial proposal. The evaluation weighted score for these is a) technical Criteria weight is 70% and b) financial Criteria weight is 30%.

Confidentiality and proprietary interests

The Consultants shall not either during the term or after the end of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of County Government of Laikipia.

Evaluation Criteria;

Item	Description	Remarks- YES/NO
1	Certified Copy of Registration certificate or certificate of incorporation	
2	Copy of CR12 showing list of directors	
3	Valid tax compliance certificate verifiable in TCC checker	
4	Dully filled, signed and stamped technical Proposal Submission Form	
5	Confidential business questionnaire dully filled, signed and Stamped.	
6	Evidence of physical registered office (attach either lease agreement, title deed, electricity bill, water bill, rental payment receipts, business permit)	
7	Submission of RFP document Properly bound and paginated in the correct sequence.	

8	Litigation history (sworn affidavit)	
11	Curriculum Vitae (CV) of all proposed key staff & Certified copies of certificates and testimonials of the proposed key staff .	
12	Experience in previous and/or on-going assignments of similar in nature and size for the last three years.	
13	Bank statement for the last 12 months certified by the issuing bank.	
14	Work methodology with clear details on how the consultant will execute the works in format of Gantt chart.	

Failure to submit any of the above requirements shall lead to automatic disqualification from further evaluation

TECHNICAL EVALUATION

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:-

The technical evaluation will be base on the following

- i. Consultant specific experience 30 points
- ii. Methodology and comments on TOR 30 points
- iii. Key personnel 30 points
- iv. Transfer of knowledge 10 points

ITC21.1 Evaluation of Technical Proposals	Criteria, sub-criteria ,and point system for the evaluation of the Technical Proposals			
	i. Consultant specific experience			30 points
	1. Prove of at least 4 similar assignments on strategy development. Provide evidence and give address details of clients for the County Government to do reference check if need be. (20 marks – 5 marks each) attach copies of LSO's/Contract agreement or completion certificate), failure to attach will result to zero marks. Attach recommendation letters from at least 3 previous clients from public or private Institutions. 5 marks for each			
	Prove of at least 3 similar assignments on strategy development. Provide evidence and give address details of clients for the County Government to do reference check if need be. (15 marks	No of projects successfully undertaken	Marks /points awardable	Points awarded
		1	4	
		2-3	10	
		4 AND ABOVE	20	
Firms experience since registration.	No of years	Marks /points awardable		
	1-5years	5		
	6-10 years	7		

		11 years and above	10	
Total points for experience is 30 points				
It is mandatory for each Consulting Firm tendering to attach documents to support their experience with letters of contract awarded and satisfactory to clients. This will also apply for Firm's experience since registration in form of Certificate of Registration or Incorporation				
Methodology and comments on TOR 30 points The consultant must demonstrate their understanding of the TOR and give comment clearly demonstrating how they shall execute project indicating timelines and KPIs.				
Key personnel for the consultant – 30 points <i>{Notes to Consultant: Only CV of Team Leader will be required and evaluated and must be signed by the CV holder}</i> The consultant must attach key personnel CVs who will execute the task their contact must be indicated in the C.V. Further, the key personnel must commit in writing their availability and liability for the works. The evaluation may carry out due diligence to establish whether the attached CVs holders works for that particular firm.				
Team Leader: A minimum of Master’s degree in strategic management and /or business related courses, with at least of 15-years of experience. The consultant(s) must have undertaken similar assignments. A good understanding of government processes is necessary. Experience in facilitating analytics and strategic processes involving diverse stakeholders is a requirement. Gender mainstreaming is an added advantage.	No. of years	Points	Points awarded	
	6 years and above Below 6 years	10 points. 5 points		
Strategy Expert: Degree in Strategic Management and experience in programme design and working with devolved government for at least 5 years. Experience in youth empowerment is an added advantage. Membership to relevant professional bodies.	No. of years	Points	Points awarded	
	5 years and Below 5 years	10points. 5 points		
	5years and above Below 5 years	10 points 5 pointrs		
Total points for key personnel shall be 30 points				
Transfer of knowledge		10 points		
The minimum technical score (St)required to pass is:75 out of the possible 100 points				
The minimum technical score(St)required to pass is:75				
ITC23.1				
ITC				
Taxes will be in accordance with the Laws of Kenya.				

25.1Taxes	
ITC26.1	The single currency will be Kshs.

FINANCIAL STAGE

<p>ITC 27.1 Combined quality and Cost Evaluation (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum Financial score (Sf) of 100.</p> <p>The formula for determining the financial scores(Sf)of all other Proposals is calculated as following:</p> <p>Sf = 100x Fm/F, in which “Sf”is the financial score ,“Fm ”is the lowest price, and “F ”the price of the proposal under Consideration.</p> <p>The weights given to the Technical (T) and Financial(P) Proposals are: T=80,and P=20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P=the weight given to the Financial Proposal; T+P=1)as following:</p> <p>S=Stx T%+Sfx P%.</p>
	<p>E. Negotiations and Award</p>

