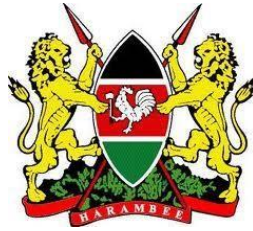


**REPUBLIC OF KENYA**



**THE COUNTY ASSEMBLY OF MARSABIT**

**TENDER DOCUMENT**

**FOR PROVISION OF PROCUREMENT TRAINING SERVICES**

**TENDER NO. MBT/COU/ASS/FC/12/2022-2023  
FRAMEWORK CONTRACT – 3 YEARS (2022/2023-2024/2025)**

**REQUEST FOR PROPOSAL**

**SUBMISSION DEADLINE**

**23<sup>RD</sup> SEPTEMBER, 2022 AT 11:00 AM**

**The County Assembly of Marsabit  
P.O. Box 29- 60500  
Marsabit  
Kenya**

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## SECTION I - LETTER OF INVITATION

Date 9<sup>TH</sup> September, 2022

TO: All Eligible Training Consultant Firms

Dear Sir/Madam,

### **RE: PROVISION OF PROCUREMENT TRAINING SERVICES FOR A PERIOD OF THREE YEARS (FRAMEWORK CONTRACT)**

The County Assembly of Marsabit invites proposals for provision of procurement training services for the Assembly Members and staff for a period of Three years under Framework Contract arrangements (As and when required);

Bidders are encouraged to download the tender documents from the Assembly website [www.marsabitassembly.go.ke](http://www.marsabitassembly.go.ke) *free of charge*. The firms that download the document must arrange to forward their particulars/contacts to The County Assembly of Marsabit, through email address [procurement@marsabitassembly.go.ke](mailto:procurement@marsabitassembly.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any.

Prices quoted should be net inclusive of all taxes and delivery costs. The quotation must be expressed in Kenya shillings and shall remain valid for a period of three (3) years from the date of the contract signing.

Bidders are required to undertake serialization of all bid documents as per requirements.

Duly completed RFP documents, in a plain sealed envelope marked; **MBT/COU/ASS/FC/12/2022-2023/24/25 “PROVISION OF TRAINING SERVICES** should be deposited in the Assembly tender box at the ground floor of the County Assembly of Marsabit office block on or before **23<sup>RD</sup> September, 2022 at 10 a.m.**

**The Clerk,**

**The County Assembly of Marsabit**

**P.O. Box 29- 60500**

**Marsabit-Kenya**

**Website: [www.marsabitassembly.go.ke](http://www.marsabitassembly.go.ke)**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at The County Assembly of Marsabit, Conference Room on 23rd September, 2022 at 10.00 a.m.

The request for proposals (RFP) includes the following documents:

- SECTION I - Letter of Invitation
- SECTION II - Information to Consultants (ITC)
- SECTION III - Technical Proposal
- SECTION IV - Financial Proposal
- SECTION IV - Financial Proposal Standard Forms
- SECTION V - Terms of Reference
- SECTION VI - Sample Forms

**The Clerk/Secretary CASB**  
**The County Assembly of Marsabit**  
**P.O Box 29-60500**  
**Marsabit**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1** The County Assembly, as named in 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 County Assembly 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 County Assembly 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 County Assembly 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 County Assembly 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 County Assembly are not reimbursable as a direct cost of the assignment; and (ii) the County Assembly is not bound to accept any of the proposals submitted.
- 2.1.6** The County Assembly’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7** The price to be charged for the tender document shall not exceed Kshs.1, 000/=

**2.1.8** The County Assembly 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 County Assembly's address indicated in the Appendix "ITC". The County Assembly 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 County Assembly may for any reason, whether at its 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 County Assembly 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 County Assembly.
- (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 County Assembly 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 County Assembly will make his best effort to complete negotiations within this period. If the County Assembly wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 Submissions, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive
- 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 County Assembly 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 County Assembly 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 County Assembly 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 County Assembly shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	<b>Points</b>
(i) Specific experience of the consultant Related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of The key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
<b>Total Points</b>	<b><u>100</u></b>

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 County Assembly 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 County Assembly 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 County Assembly 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 formula is indicated in the Appendix "ITC", be as follows: -

$Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) 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: -  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by The County Assembly 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 County Assembly" 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 County Assembly 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 County Assembly 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 County Assembly expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the County Assembly will require assurances that the experts will be actually available. The County Assembly 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 County Assembly and the selected firm will initial the agreed Contract. If negotiations fail, the County Assembly will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The County Assembly 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 County Assembly 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 County Assembly 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 County Assembly 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 County Assembly 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 County Assembly 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 County Assembly is: **COUNTY ASSEMBLY OF MARSABIT**

The name(s), address(es) of the County Assembly's official(s) are:

**The Clerk/Secretary CASB  
The County Assembly of Marsabit  
P.O. Box 29 - 60500  
Marsabit, Kenya**

2.1.1 The method of selection is: **QUALITY AND COST BASED SELECTION (QCBS)**

2.1.2 Technical and Financial Proposals (Rates) are requested: **YES**

The name, objectives, and description of the assignment are: **Provision of Procurement trainings services for the Members and staff of the County Assembly of Marsabit and any other technical support that might be required as need arises. The detailed descriptions are as contained in the terms of reference**

2.1.3 A pre-proposal conference will be held: **No**

2.1.4 The County Assembly will provide the following inputs: **None**

2.1.5 The estimated number of professional staff months required for the assignment is: **The training shall be structured and implemented in phases preferably on a quarterly basis depending on budget availability**

The minimum required experience of proposed professional staff is: **The lead trainer shall have a minimum of 6 years' experience in the field of training;**

2.1.6 Training is a specific component of this assignment: **No**

Additional information in the Technical Proposal includes:  
**As per the evaluation criteria**

2.1.7 Taxes: **As per the taxation laws of Kenya**

2.5.2 Consultants must submit an original **ONLY**

2.5.3 The proposal submission address is: Tender Box located at the ground floor of the County Assembly office block. Information on the outer envelope should also include: As per the invitation in Section I

2.5.4 Proposals must be submitted no later than the following date and time: **23rd September, 2022 at 10 a.m.**

2.6.1 The address to send information to the County Assembly is:

**The Clerk/Secretary CASB  
The County Assembly of Marsabit  
P.O. Box 29 - 60500  
Marsabit, Kenya**

2.6.3 The minimum technical score required to pass: *80 Marks and above;*

2.7.1 Alternative formulae for determining the financial scores is the following: **NONE**

2.9.2 The assignment is expected to commence on: the assignment is a framework contract which shall be as and when need arises. The selection shall be based on the recommendations and experience of the firm.



## 2.3 EVALUATION CRITERIA

The bids submitted shall be subjected to a two (2)-stage evaluation process as shown below:

1. Preliminary/Mandatory Evaluation
2. Technical Capacity Evaluation

### 2.3.1 Mandatory Evaluation

The proposal shall be subjected to the mandatory evaluation, where firms must submit paper copies the following:

#### Mandatory Requirement

No	Mandatory Requirement	Pass/Fail
1.	The firm must be Registered with a certificate of registration/incorporation as a training institution/trainer/consultant. Attach the copy of certificate of Incorporation/registration.	
2.	Company profile (Company history, contacts i.e. email, telephone, postal address, physical address, and services).	
3.	Must submit a valid Tax Compliance Certificate (to be verified through TTC Checker)	
4.	Bidders must submit NITA Certification or its equivalent if not registered in Kenya from approved training body.	
5.	Dully filled and signed Confidential Business Questionnaire	
6.	Submission of bid document in the format provided	
7.	Bid document including attachments Must be serialized and paginated	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submission in any of the above mandatory requirements will be eliminated and will not be considered further evaluation.

### 2.3.2 Technical Capacity Evaluation

Technical evaluation for firms that qualify at the preliminary/mandatory evaluation stage shall be carried out of 100 marks with a pass mark of 80. The firms shall be evaluated on a scoring matrix as shown below:

S/No	Evaluation Criteria	Evaluation Attribute	Weighting Score	Maximum Score
1 a.	Demonstration of the organization's Experience in Undertaking capacity building/training Consultancy	Number of years in provision of training in the relevant field- (Attach Certificate of Incorporation/or Registration)	5 years and above = 10 Marks Others prorated at No. of years in training x10 Marks/5 years	10 Marks
1 b.	Capacity to carry out Training for members And staff of the assembly across the Country	Number of trainings/ Consultancy services provided in 2017/ 2018/ & 2019 - (attach LSO/ Contracts/Notification Award letters)	15 training and above = 20 Marks Others prorated at Number of trainings x20Marks/15 trainings	20 Marks
1 c.	Capacity To offer training to a large number of Participants	Magnitude of trainings done in 2019/2020/2021- (attach LSO/Contracts/Notification letters)	30 Million and above = 30 Marks Others prorated at Value of trainings x30 Marks/30 Million	30 Marks
2	Professional Qualification in relevant field	Provide Cv;s and professional certificates for at least five (5) Technical Staff to undertake the training (Attach CV and certificates) 2 Marks for CV & 2 Marks for Certificate.	5 Trainers with Master's degree in the relevant field and certification = 20 Marks Others prorated at No. of trainer's x 20 Marks/1 trainers	20 Marks
3.	Methodology in delivery of training in the relevant field	The firm must have a clear methodology on how they shall conduct the trainings and propose strategies for the trainings	Consultants to provide clear training plans and methodology in the execution of the training.	20 Marks
<b>Total</b>				<b>100 Marks</b>

Bidder who score the required minimum marks of 70 and above marks will proceed to the financial evaluation

### 2.3.3 Financial Evaluation

The weighting criteria shall be 70:30. ONLY bidders who qualify through technical capacity evaluation shall be subjected to financial evaluation.

## **SECTION III - TECHNICAL PROPOSAL**

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**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ Date]

To : \_\_\_\_\_[Name and address of County Assembly)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

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

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

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE COUNTY ASSEMBLY.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

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

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS 5.1

### Technical/Managerial Staff

Name	Position	Task

### 5.2 Support Staff

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---



**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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	7	8	9	10	11	12	

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

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

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
<hr/>													
<hr/>													
<hr/>													
<hr/>													

### (b). Completion and Submission of Reports

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

## SECTION IV: - FINANCIAL PROPOSAL

The financial proposal: Bidders shall quote the price per participant for provision of training, either three (3) and five (5) days training and cost for offering technical support when and if the need arise. The Prices shall be inclusive of VAT and other related cost in the format provide below: -

### A) FOREIGN TRAINING (EUROPE, ASIA, SOUTH AMERICA, OTHERS)

<b>Training Period</b>	<b>No. of PAX</b>	<b>Cost Per staff in USD inclusive of VAT</b>
Three (3) Days Training	1-15	
	15-30	
	30-50	
Five (5) Days Training	1-15	
	15-30	
	30-50	
Cost for offering technical support on need basis	(Cost per day in Kshs)	
<b>Grand Total</b>		

### B) FOREIGN TRAINING (EAST AFRICA, WEST AFRICA AND OTHERS)

<b>Training Period</b>	<b>No. of PAX</b>	<b>Cost Per staff in USD inclusive of VAT</b>
Three (3) Days Training	1-15	
	15-30	
	30-50	
Five (5) Days Training	1-15	
	15-30	
	30-50	
Cost for offering technical support on need basis	(Cost per day in Kshs)	
<b>Grand Total</b>		

**C) CITIES (WITHIN KENYA)**

<b>Training Period</b>	<b>No. of PAX</b>	<b>Cost Per staff in Kshs inclusive of VAT</b>
Three (3) Days Training	1-15	
	15-30	
	30-50	
Five (5) Days Training	1-15	
	15-30	
	30-50	
Cost for offering technical support on need basis	(Cost per day in Kshs)	
<b>Grand Total</b>		

**D) OTHER CITIES (WITHIN KENYA)**

<b>Training Period</b>	<b>No. of PAX</b>	<b>Cost Per staff in Kshs inclusive of VAT</b>
Three (3) Days Training	1-15	
	15-30	
	30-50	
Five (5) Days Training	1-15	
	15-30	
	30-50	
Cost for offering technical support on need basis	(Cost per day in Kshs)	
<b>Grand Total</b>		

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

1. Financial proposal submission Form

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Name and address of County Assembly]*

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]*

## **SECTION V: - TERMS OF REFERENCE**

### **5.0 TERMS OF REFERENCE FOR TRAINERS**

#### **5.1 BACKGROUND**

##### **5.1.1 Mandate of the County Assembly**

The County Assembly of Marsabit is established under Article 176(1) of the Constitution of Kenya. The County Assembly is responsible for Legislation, oversight and representation.

The County Assembly exercises its powers and performs its functions in accordance with the Constitution and other relevant legislations.

##### **5.1.2 Vision**

To be a model County Assembly that fulfils its constitutional mandate to the people of Marsabit County.

##### **Core values**

##### **5.1.3 Mission Statement**

To facilitate and achieve sustainable development through effective legislation, oversight and representation

##### **5.1.4 Core Values**

The County Assembly espouses the following values:

- Unity in Diversity
- Integrity
- Teamwork
- Professionalism
- Constitutionalism

## **5.2 FUNCTIONS OF THE COUNTY ASSEMBLY**

Chapter Eleven of the Constitution of Kenya (2010) and precisely Article 176 establishes County Governments consisting of a County Assembly and a County Executive. The Chapter further sets out the roles, functions and other matters relating to the membership and operations of the County Assembly.

Further, Section 8 of the County Governments Act (2012) provides that the County Assembly shall vet and approve nominees for appointment to county public offices, perform the roles set out under Article 185 of the Constitution, approve the budget and expenditure of the county government in accordance with Article 207 of the Constitution, and the legislation contemplated in Article 220 (2) of the Constitution, guided by Articles 201 and 203 of the Constitution, approve the borrowing by the county government in accordance with Article 212 of the Constitution, approve county development planning and perform any other role as may be set out under the Constitution or legislation.

Article 185 of the Constitution provides for the legislative authority of county assemblies, vesting the legislative authority of a county and the exercise of that authority in its county assembly. The Assembly has powers to make any laws that are necessary for, or incidental to, the effective performance of the functions and exercise of the powers of the county government under the Fourth Schedule. It also provides that a county assembly, while respecting the principle of the separation of powers, may exercise oversight over the county executive committee and any other county executive organs. The Assembly also receives and approves plans and policies for the management and exploitation of the County's resources and the development and management of its infrastructure and institutions. County assemblies are expected to oversight county governments, which has been expanded greatly, with extended control over critical county processes such as the budgeting process, public appointment and county legislation among others.

## **5.3 LEARNING AND DEVELOPMENT OBJECTIVES**

Bearing in mind the dynamic assembly activities, the County Assembly operates in, its capacity building objectives include:

- i. Training human resources for excellent performance in public service delivery
- ii. Providing leadership and spearheading capacity building activities in the County Assembly through training for improved performance
- iii. Ensure that the County Assembly has well skilled and motivated employees adaptive to the changing laws and regulations of the Country.



- iv. Bridging the gap between theory and practice by providing on the job learning through mentoring, coaching, and relevant regulatory trainings.
- v. Improve governance, leadership, oversight and representation roles of the assembly

#### **5.4 EXPECTATIONS**

The County Assembly would like to engage and register dynamic trainers that will provide high quality and relevant training, which would enable the County Assembly of Marsabit meet its capacity building needs.

#### **5.5 OVERVIEW OF COUNTY ASSEMBLY OF MARSABIT CAPACITY BUILDING INITIATIVES**

The County Assembly broadly identifies the training needs based on individual and corporate performance gaps, emerging issues/trends of doing business, new technological advancements and human capacity requirements in order to effectively deliver on its mandate. The training needs are also informed by policy decisions made by the Board, changes in the regulatory requirements and other Government directives. The County Assembly's capacity building is therefore anchored on the County Assembly's strategic pillar/Key Result Areas on strengthening Institutional Capacity to enable the County Assembly of Marsabit deliver on its key obligations and ensure quality service delivery.

The County Assembly of Marsabit has over the years carried out various capacity building initiatives for both Members and its staff. The Entity therefore needs to strengthen further the competencies of its honourable members and staff and will focus on Laws, Policy and Regulation. The list of some of the specific programmes under the various categories which may be covered include but not limited to;

- i. Understanding the Constitution of Kenya 2010
- ii. Understanding the Public Finance Management Act 2012
- iii. Understanding the Public Procurement and Asset Disposal Act, 2015
- iv. Understanding the Public Procurement and Asset Disposal Regulations, 2020
- v. Training on Government Policies and Procedures Manual
- vi. Training on Standard Operating Procedures of the Parliament
- vii. Training on Standing orders of the Assembly
- viii. Accounting Officers role in public procurement
- ix. Training on governance, leadership and oversight roles
- x. Other related capacity building areas for the Members and Staff of the County assembly as legislative arm of the government

The County Assembly is therefore seeking to enter into framework contract in order to provide relevant and cutting edge training services in order to meet the various learning needs.

## **5.6 TERMS OF REFERENCE FOR THE TRAINING PROVIDERS**

Selected training providers will be responsible for at least the following tasks:-

- i. Planning and design, preparation and organization, and delivery of specific training programmes;
- ii. Development and implementation of appropriate training methodology including suggestions and ideas for the training programmes;
- iii. Mobilization and provision of speakers and trainers for each Programme;
- iv. Preparation, printing and delivery of all training materials including teaching aids and materials to accompany each training Programme;
- v. Organization and coordination of sessions between itself, the trainer(s) and the County Assembly;
- vi. Evaluation of feedback of the training Programme;
- vii. Provision of reports on the evaluation, impact and outcomes of the training programmes as applicable;
- viii. Training materials as well as the quality standards and availability of trainers and speakers. All trainers and speakers must be fluent in spoken and written English. The training seminars will be delivered in English. The training materials must be made available in English.
- ix. Training seminars may include case studies and exercises, if appropriate, with question and answer sessions and panel discussions.
- x. The Assembly reserves the right to request for additional information from the training providers.

**SECTION VI: - SAMPLE FORMS**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENTS**

**LUMP-SUM PAYMENTS**

**CONTRACT**

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the County Assembly the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

**Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing

through to \_\_\_\_\_ [Insert completion date], or any other

period(s) as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

For Services rendered pursuant to Appendix A, the County Assembly shall pay the Consultant an amount not to exceed \_\_\_\_\_ [Insert amount]. This amount has been established based on the understanding that it

includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs \_\_\_\_\_ upon the County Assembly's receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the County Assembly's receipt of the draft report, acceptable to the County Assembly; and

Kshs \_\_\_\_\_ upon the County Assembly's receipt of the final report, acceptable to the County Assembly.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

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

**4. Project Administration**

A. Coordinator.

The County Assembly designates \_\_\_\_\_ *[insert name]* as County Assembly's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the County Assembly and for receiving and approving invoices for payment.

B. Reports.

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

**5. Performance Standards**

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

**6.**

**Confidentiality**

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

- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the County Assembly under the Contract shall belong to and remain the property of the County Assembly. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the County Assembly's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**FOR THE COUNTY ASSEMBLY**

**FOR THE CONSULTANT**

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ 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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. *You are advised that it is a serious offence to give false information on this form.*

	<b>Part 1 –General</b>
1.1	Business Name ..... .....
1.2	Location of Business Premises. ..... .....
1.3	Plot No.....Street/Road  Postal Address.....Code..... Tel No. ....Fax ..... E mail.....
1.4	Nature of Business .....
1.5	Registration Certificate No. ..... .....
1.6	Maximum Value of Business which you can handle at any one time –Kshs.....
1.7	Name of your Bankers .....Branch.....
	<b>Part 2 (a) – Sole Proprietor</b>
2a.1	Your Name in Full.....Age .....
2a.2	Nationality ..... Country of Origin .....
	<input type="checkbox"/> Citizenship Details .....

	<b>Part 2 (b)Partnership</b>																								
2b.1	Given details of Partners as follows:																								
2b.2	<table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	.....	.....	.....	2.....	.....	.....	.....	3.....	.....	.....	.....	4.....	.....	.....	.....				
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1.....	.....	.....	.....																						
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4.....	.....	.....	.....																						
	<b>Part 2 (c) – Registered Company</b>																								
2c.1	Private or Public ..... .....																								
2c.2	State the Nominal and Issued Capital of Company-																								
	Nominal Kshs. .....																								
	Issued Kshs. .....																								
2c.3	Given details of all Directors as follows																								
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3.....	.....	.....	.....																						
4.....	.....	.....	.....																						
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3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?  
YES/No

3.8 If answer in '3.7' above is **YES** give details:

.....  
.....  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process?  
Yes/No

3.10 If answer in '18' above is **YES** give details

.....  
.....  
.....  
.....  
.....

I **DECLARE** that the information given on this form is correct to the best of my knowledge and belief.

Date .....

Signature of Candidate.....

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day  
of .....20.....

SIGNED  
**Board Secretary**



