



NG-CDF TIATY

**REQUEST FOR PROPOSALS (RFP)
NG-CDF/TIATY TC/2022/2023/001**

FOR

**PREPARATION OF THE STRATEGIC PLAN FOR
NATIONAL GOVERNMENT**

TIATY

**CONSTITUENCY DEVELOPMENT FUND
5 YEARS– (2023 – 2027)**

NAME OF BIDDER:

POSTAL ADDRESS:

TELEPHONE No.:

E-MAIL ADDRESS:

PHYSICAL ADDRESS:

AUGUST, 2023
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NG-CDF TIATY

National Government Constituencies Development Fund
TIATY Constituency

P.O Box 12-3040 NGINYANG

Cell: 0720 157 157

Email: cdftiaty@ngcdf.go.ke

Website: www.ngcdf.go.ke

SECTION I - LETTER OF INVITATION

TENDER NOTICE

REQUEST FOR PROPOSALS FOR THE PREPARATION OF STRATEGIC PLAN FOR 2023-2027

The TIATY National Government Constituency Development Fund (NG-CDF) intends to develop a five (5) year Strategic Plan 2023-2027 as a framework within which integrated community development can be focused, implemented as well as monitored and evaluated.

We therefore invite technical and financial proposals from interested eligible firms to provide consultancy services to develop a five-year strategic plan for the period 2023-2027. The consultants should have the following:

1. The Consultancy firm must have a proven track record and should have undertaken similar assignments during the last five (5) years.
2. Demonstrate ability and capacity to undertake the assignment. This should include copies of relevant documentary evidence of past similar accomplishments in public institutions
3. Excellent facilitation skills and ability to conduct workshops.
4. **Being pre-qualified by the Board (have NG-CDF Board Pre-qualification letter) is an added advantage**

eligible bidders can obtain the request for proposals tender documents from Tiaty National Government Constituency Development Fund offices (NG-CDF)/tenders.go.ke **upon payment of non-refundable fee of Kshs. 1,000.**

Tenderers must:

1. Business Registration certificate /incorporation certificate
2. Valid PIN certificate

3. Valid Tax compliance Certificate

Completed proposals should be addressed to:

FUND ACCOUNT MANAGER

NG-CDF TIATY

P.O. BOX 12 - 30404, Nginyang

The completed financial and technical proposals should be deposited into the Tender box at the NG-CDF offices chemolingot, **on or before Tuesday 30th August 2023 at 10.00 A.M.**

The applications will be opened immediately thereafter and renderers' or their agents are free to witness the opening if they so wish.

FUND ACCOUNT MANAGER

NG-CDF TIATY

P.O. BOX 12- 30404,

Nginyang

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client 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 procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in

the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 2.1.9 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.
- 2.1.10 Proposed professional staff must, as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification on any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addendum. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) 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.
- (iii) 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 structure and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received

after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

The original must include the Procurement Entity's original Request for Proposal document each page numbered and initialed including all the attachments thereof. The same to be done with the copies

2.7.1 Mandatory Requirements

- a) Business Registration certificate /incorporation certificate
- b) Valid PIN certificate
- c) Valid Tax compliance Certificate

2.7.2 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:

Criteria Points

- 1. Specific Experience of the consultant's organization 20
- 2. Methodology 40
 - a) Technical approach and methodology 20
 - b) Work Plan 10
 - c) Organization and Staffing 10
- 3. Qualification and competence of key staff 40
 - Lead consultant 15
 - Strategic Management Specialist 15
 - Project Management Expert 10

Total 100

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.7.3 (i) The estimated number of professional staff months required for the Assignment is: **two months.**

(ii) The minimum required qualifications and experience of proposed Professional staff is:

(a) Team Leader:

- (i) A Master's degree in Economics, Public Policy, strategic planning, project management, business administration
- (ii) Experience in organization development and management
- (iii) Experience in preparing strategic plans for both Public and Private Sector organizations

(b) Strategic Management Specialist

- (i) Masters in Strategic Management
- (ii) Experience in organization development and management Sectoral organizations.

(c) Project Management Expert

- (i) A first degree in Economics/Statistics
- (ii) Experience in organization development and management
- (iii) Experience in Project Monitoring and Evaluation

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and time at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up
- (d) Is not the subject of legal proceedings relating to the foregoing and (e) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants

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

Clause Reference

2.13 The name of the Client is: NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND
TIATY

2.13.1 The method of selection is: QUALITY AND COST BASED SELECTION

2.13.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are:

- i. Preparation of the Strategic Plan for the National Government Constituencies Development Fund TIATY (Five Years)

- ii. The objective of the consultancy will be to facilitate the development of a strategic plan for the development of an efficient/effective System of delivering development to the constituents.

2.13.3 A pre-proposal conference will be held: **NO**

The name(s), address and telephone numbers of the Client's official(s) are:

**FUND ACCOUNT MANAGER
NG-CDF TIATY
P.O. BOX 12 – 30404 NGINYANG**

2.13.4 The Client will provide the following inputs:

i. Available required Data and/or Documents ii. NG CDF Act,2015 and the NG CDF Regulations 2016.

iii. Annual physical, performance and financial reports since 2013

iv. Other basic utilities.

2.13.5 Is Training is a specific component of this assignment: **No**

2.13.6 Consultants must submit **the original and 2 Copies** additional copies of each proposal.

2.13.7 The proposal submission address is:

**FUND ACCOUNT MANAGER
NG-CDF TIATY
P.O. BOX 12 – 30404
NGINYANG**

2.13.8 Proposals must be submitted not later than the following date and time: **30TH of August 2023, at 10:00 am.**

2.13.9 The minimum technical score required to pass (**70 percentum Points**)

2.13.10 Alternative formulae for determining the financial scores is the following: N/A

The weights given to the Technical and Financial Proposals are:

T= **0.80**

P= **0.20**

2.13.12 The assignment is expected to commence on signing of the contract.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 4.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 4.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 4.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ [Title of consulting services] in accordance with
your Request for Proposal dated [Date] and our Proposal. _____

We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

[Authorized Signature]:

[Name and Title of Signatory]

:

[Name of Firm]

:

[Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last 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:		Clients contact person for the assignment.
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;

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

On the Terms of Reference:

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

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

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

5. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. TEAM COMPOSITION AND TASK ASSIGNED

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF TO BE PUT ON THE ASSIGNMENT

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Bodies: _____

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

[17TH, 2nd, etc, are months from the start of assignment)

	17T H	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

(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

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date] _____

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ()

[Title of consulting services] in accordance with your Request for Proposal dated _____
 () *[Date]* and our Proposal. Our attached Financial Proposal is
 for the sum of

(_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

[Authorized Signature]

:

[Name and Title of Signatory]:

[Name of Firm]

[Address]

2. SUMMARY OF COSTS

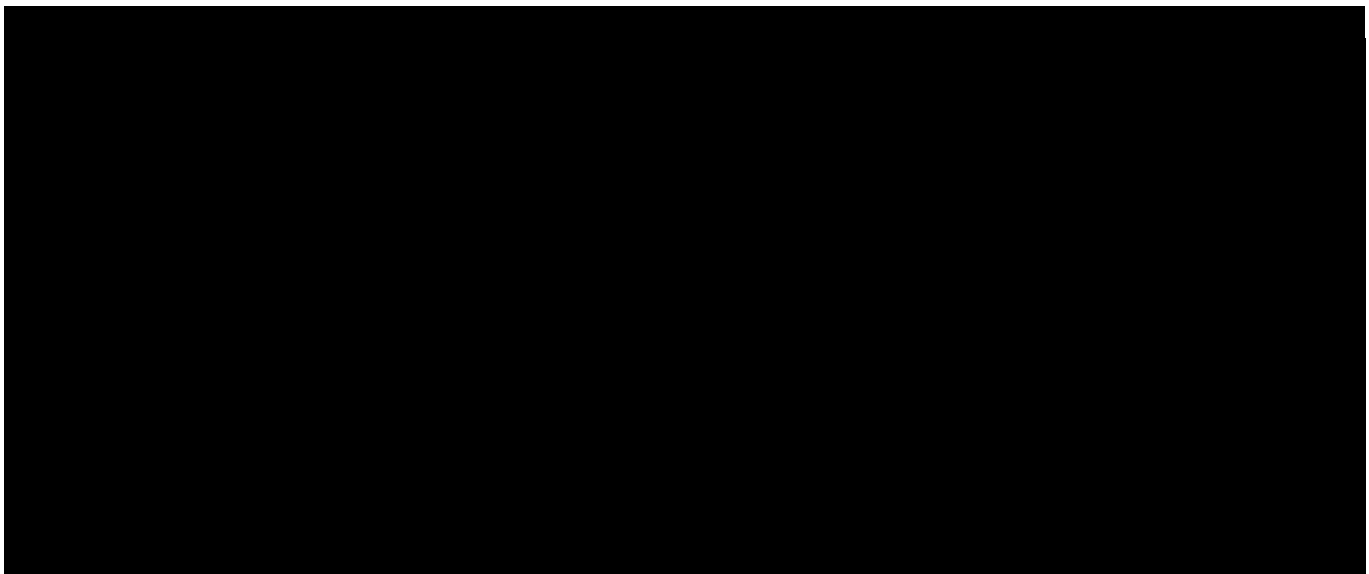
Costs	Currency(ies)	Amount(s)

Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:	Description:
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY



5. REIMBURSABLES PER ACTIVITY

Activity No: Name:

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

6. MISCELLANEOUS EXPENSES

Activity No. Activity Name:

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

SECTION V: - TERMS OF REFERENCE

**TERMS OF REFERENCE FOR A CONSULTANCY FOR THE PREPARATION OF
THE STRATEGIC PLAN FOR THE NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND
TIATY**

FOR 2023-2027 PERIOD

1.0 Background

The National Government Constituency Development Fund (NG-CDF) formerly Constituency Development Fund (CDF) is a fund established in 2003 through an Act of Parliament, the Constituency Development Fund Act, 2003. The Act was later reviewed through enactment of the

CDF (Amendment) Act 2007, and repealed through CDF Act, 2013. The later was subsequently succeeded by the current NG-CDF Act, 2015. The primary objective is to enhance social economic development at the constituency level in order to reduce poverty by dedicating a minimum of two and half percent (2.5%) of the National Government's share of annual revenue towards project identified at constituency level by the communities.

The NG CDF TIATY Constituency Development intends to develop five (5) year Strategic Plan.

The Role of NG-CDF COMMITTEE

Pursuant to section (43) sub-section (1) of National Government Constituencies Development Fund Act, 2015, National Government Constituency Development Fund Committee consists of nine members and one ex-official. The committee plays the following roles;

1. Disbursement of funds to all project management committees;
2. Ensure that all proposed projects that are approved for funding meet the requirements of section 24 of the Act;
3. Consider all project proposals from all wards in the Constituency and any other projects which a Constituency Committee considers beneficial to the Constituency
4. Receive and discuss reports and returns from the project management committees;
5. Compilation of proper records, returns and reports from the project management committees;
6. Receive and address complaints and disputes and take any appropriate action;
7. Consider and approve project proposals submitted from various locations in accordance with the NG CDF Act and send funds to the respective project management committees account of the approved project;
8. Ensuring efficient management of the funds.

Vision

The current NG-CDF Board vision is: "Equitable socio-economic development countrywide".

Mission

The current NG-CDF Board mission is: "To provide leadership and policy direction for effective and efficient management of the Fund".

Core Values

The current NG-CDF Board core values are:

"Transparency and accountability Professionalism and integrity Commitment and teamwork Neutrality and objectivity Timeliness and excellence Advocacy for citizen participation".

2.0 Objective of Strategic Plan

The objective of the consultancy will be to facilitate the development of a five year strategic plan (2023/24 – 2026/27) for the development of an efficient, transparent and accountable NG CDF program.

3.0 Scope of work (TOR)

The consultant will work closely with the members of the National Government Constituency Fund Committee (NG-CDFCs) and Project Management Committees (PMCs), District Accountants and all other stakeholders to accomplish the following tasks:

- i) Review the following documents;
 - NG CDF (Amendment) Act 2015
 - NG CDF Regulations, 2016
 - The Government Financial Management Act, 2012
 - Public Procurement and Disposal Act, 2015 and its regulation 2006
 - Public Officer Ethics Acts, 2003
 - Vision 2030
 - Annual Reports
 - Project Implementation Status Reports 2013/14 – 2017/18
 - Project Disbursement Reports 2013/14 – 2017/18
- ii) Review and discuss with NG CDF Committee, key stakeholders vision and mission statements, and core values of the NG-CDF program.
- iii) Undertake an [internal and external (PESTEL)] environmental analysis/scan to assess the strengths, weakness, opportunities, and threats (SWOT) of the NG CDF program.
- iv) Identify capacity gaps/needs and propose an appropriate capacity building programmes.
- v) Develop short term, medium term and long term goals, objectives and strategies for the NG CDF program, taking into account the needs/priorities of Constituents, and data requirements for the monitoring and evaluation.
- vi) Develop an effective performance Monitoring and Evaluation system that should include key performance indicators, clear responsibilities for reporting and analysis of performance.
- vii) In liaison with the Fund Account Manager to the NG-CDF Committee organize a stakeholders' workshop to deliberate on the draft report.

4.0 Expected Outputs

The Final output of the consultancy will be;

- i) A strategic Plan for the NG CDF TIATY Committee including main objectives, key measures, and targets within each functional area of NG CDF TIATY Constituency for the 2023 – 2027 period.
- ii) Implementation Plan and budget on the same.

5.0 Time frame and reporting framework

The assignment is expected to last 2 months.

Submission of the draft copy report should be within 3 weeks after the end of the field visits. The Fund Account Manager of the NG-CDF TIATY constituency will submit comments on the draft report within 10 working days. The consultants shall finalize the report not later than one week after receiving comments on the draft report. The reports will be forwarded as follows:

- Inception Report - 2 copies
- Draft report - 10 copies
- Final copies - 50 copies
- Soft Copy - CD or Flash Disk

All the reports shall be forwarded to Fund Account Manager of the NG-CDF TIATY constituency.

5.1 Methodology

The lead consultant will be reporting to Fund Account Manager of NG CDF TIATY. The consultant will be required to visit all locations in the constituency to gather data for the Strategic Plan. Reports to be presented are as follows:

- 1. Inception Report
- 2. Draft Report
- 3. 2023-2027 Strategic Plan

6.0 Facilities to be provided

The NG-CDF TIATY committee will provide the relevant documentation needed for the assignment.

7.0 Consultant's Profile

The assignment requires the services of a firm with all round professional team, with relevant experience.

8.0 Payment Schedule

The payment schedule is as indicated herein

Deliverable	Percentage
<p>Upon approval of the Inception Report by the NG-CDF Committee</p>	<p>50% of the total fees</p>
<p>Upon Conduct stakeholder consultations</p>	
<p>(Upon approval of the Stakeholders consultation Report & Strategic Plan Validation Report by the NG-CDF Committee)</p>	
<p>Finalization of the Draft Strategic Plan</p>	<p>50% of the total fees</p>
<p>(Upon approval of the Final Strategic Plan by the NG-CDF Committee) & printing 50 copies</p>	

SECTION VI:

SAMPLE CONTRACT FOR CONSULTING SERVICES

CONTRACT

This Agreement [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between

_____ [Insert Client's name] of [or whose registered office is situated at]

_____ [insert Client's

address](hereinafter called "the Client") of the one part AND

_____ [Insert Consultant's name] of [or whose registered office is situated at] _____ [insert Consultant's address](hereinafter called "the Consultant") of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as "the Services"], and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

(ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term** The Consultant shall perform the Services during the period commencing [Insert start date] and continuing through to [Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing. _____
3. **Payment**

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of [Insert ceiling 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. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B.

I will pay the Consultant for Services rendered at the rate(s) per man/month spent (or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates defined in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C.

I will pay the Consultant for reimbursable expenses which shall consist of and be limited to:

and customary expenditures for official road and air travel, accommodation, printing charges; air travel will be reimbursed at the cost of less than first class travel and will be authorized by the Client's coordinator;

other expenses as approved in advance by the Client's coordinator.

D.

Conditions.

Payments shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days after the submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If payments are delayed beyond thirty (30) days after the date hereof, simple interest shall be payable by the Consultant for each day of delay at a rate three percentage points above the prevailing Kenya's average rate for base lending.

The Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with the interpretation of this Contract.

4. Project

A.

Administration

It is understood that the Client's Coordinator;

the Coordinator shall be responsible for the activities under the Contract, for receiving and approving invoices for acceptance of the deliverables by the

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. **Performance Standard**

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

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

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

8. **Consultant Not** The Consultant agrees that during the term of this **to be Engaged** Contract and after its termination, the Consultant and **in Certain** any entity affiliated with the Consultant shall be **Activities** disqualified from providing goods, works or services (other than the Services or 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 Subcontract any portion thereof without the Client's prior written consent.

- 11. Law Governing** The Contract shall be governed by the Laws of Kenya and **Contract and** the language of the Contract shall be English Language. **Language**
- 12. Dispute** Any dispute arising out of this Contract which cannot be **Resolution** amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT FOR THE CONSULTANT

Full name;

Title:

Signature;

Date;

Full name _____

Title: _____

Signature; _____

Date; _____

LIST OF APPENDICES

Appendix A: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX A

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical _____ Contingency

CONTRACT _____ CEILING