

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF KIRINYAGA

P. O. BOX 260-10304

KUTUS

DEPARTMENT OF FINANCE AND ECONOMIC PLANNING

REQUEST FOR PROPOSAL

FOR

TENDER NEGOTIATION NO: CGK/RFP/001/2019-2020

**TENDER FOR CONSULTANCY SERVICES FOR THE
PREPARATION OF KERUGOYA/KUTUS MUNICIPAL LOCAL
PHYSICAL AND LAND USE DEVELOPMENT PLAN**

**NOTICE DATE: WEDNESDAY 28th AUGUST 2019 AT 11.00
A.M**

**CLOSING DATE: WEDNESDAY 11th SEPTEMBER 2019 AT
11.00 A.M**

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SECTION I - INVITATION TO TENDER

TENDER NO.CGK/RFP/001/2019-2020

TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR THE PREPARATION OF KERUGOYA/KUTUS MUNICIPAL LOCAL PHYSICAL AND LAND USE DEVELOPMENT PLAN.

1. The County Government of Kirinyaga through the Department of Lands, Housing, Urban Development and Physical Planning is in the process of developing a ten (10) year Kerugoya/Kutus Municipal Local Physical and Land use Development Plan.
2. The client now invites proposals to provide the following consultancy services (hereinafter called “services”): **Consultancy Services for Preparation of Kerugoya/ Kutus Municipal Local Physical and Land use Development Plan.** More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants who participated in the Expression of Interest:

Firm No	Lead Firm	Associated Firms, Type of Association & Country	Address of Lead Firm	Country of Lead Firm
1.	Gitutho Architects & Planners Limited	NONE	82853 Mombasa	Kenya
2.	Geodev (K) Limited	NONE	14066-00100 NAIROBI	Kenya
3.	Spatial Milestones Kenya Limited	NONE	196-60100 Embu	Kenya
4.	Pleng Limited	NONE	75461-00200 NAIROBI	Kenya
5.	EMEC International PTY Limited	NONE	14094-00800 NAIROBI	Kenya
6.	Real Plan Consultancy Limited	NONE	1555-00100 NAIROBI	Kenya
7.	Geomatics Africa Limited	NONE	856-10300 KERUGOYA	Kenya
8.	Civil Tech Associates Limited	NONE	68 EMBU	Kenya
9.	Two EMS Associates Limited	NONE	27513-00506 NAIROBI	Kenya
10.	Renaissance Planning Limited	NONE	2315-00200 NAIROBI	Kenya

4. It is not permissible to transfer this invitation to any other firm.
5. A complete set of tender documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website www.kirinyaga.go.ke. Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no./description) immediately to procurement@kirinyaga.go.ke for recording and any further clarifications or addendums.
6. Interested and eligible Candidates may obtain further information and inspect the tender documents at The County Headquarters, 1st Floor Room 123 during normal working hours.
7. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain **valid for a period of 120 days** from the closing date of the tender.
8. Tenders must be accompanied by a Bid Security of **Ksh. 200,000** of the contract sum from a reputable bank or insurance firm approved by PPRA valid for an additional 30 days beyond the tender validity period.
9. Completed tender documents, **both Technical and Financial proposals in separate envelopes**, all enclosed in plain sealed envelope, marked with the tender number, shall be addressed to:-

**The County Secretary & Head of Public Service,
County Headquarters,
P.O Box 260 – 10304,
Kutus.**

10. and be deposited in the Tender Box at located at **1st Floor, County Government of Kirinyaga Headquarters, Kutus Town**, on or before **Thursday 5TH September, 2019 AT 11.00 A.M**
11. Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend the opening at The County Headquarters, 3rd Floor, Conference Room.
12. The selection process will be **Quality and Cost Based Selection (QCBS)** method
13. The selected firm shall not enter into any other subsequent contract for the procurement of services related to this assignment pursuant to Section 130 of the Public Procurement and Asset Disposal Act 2015

14. Tenders are required to acknowledge in writing that:

- a) They have received the Letter of Invitation: and
- b) Whether they intend to participate or not and if participating whether they intend to submit a proposal alone or intend to enhance their experience by associating with other firm(s). However, shortlisted firms may not enter into an association amongst each other.

15. Late Bids Shall not be accepted

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: COUNTY SECRETARY**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client as mentioned in the Appendix to Tenderers “ITC” invites all interested and eligible tenderers to submit proposals as described in the tender documents. The method of selection shall be as indicated by the procuring entity in the Appendix “ITC”.
- 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 firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be changed for the tender document shall not exceed Kshs.1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by

associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key

information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.

- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his

own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph. 1.2) shall be prepared in indelible ink. It shall contain no interlineations 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 One (1) Original proposal and two (2) copies of the proposal. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	Points
(i) Specific experience of the consultant related to the assignment and establishment	(20)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(30)
(iii) Qualifications and competence of the key staff for the assignment	(45)
(iv) Suitability to the transfer of Technology Programme (Training)	(5)
Total Points	(100)

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be

sooner than Two (2) 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 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 25% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will

invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

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

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

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned

with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

2.1.1 The name of the Client is:	County Government of Kirinyaga
2.1.1 The method of selection is:	Quality and Cost Based Selection (QCBS)
2.1.2 Technical and Financial Proposals are requested:	Technical and Financial Proposals should be submitted in separate envelopes
2.1.3 A pre-proposal conference will be held:	Tenderers are required to attend a mandatory Pre-Bidding & Site Visit meeting on Wednesday, 4TH September, 2019 at 11.00am . Tenderers will converge at Kirinyaga County Headquarters, 3rd floor, Conference Room before heading to the sites.
2.1.4 The Client will provide the following inputs:	N/A
2.2.1. Procuring entity's address	Purchaser's / duly authorized Purchasing Agent's address: Purchaser's address is: The County Secretary and Head of Public Service, County Government of Kirinyaga, P.O. Box 260-10304 Kutus, KENYA Email: procurement@kirinyaga.go.ke
2.4.5 Bid validity	120 days
2.5.2 Copies of bids required	Consultants must submit a 1 (one) Original and 2 (two) additional copies of each Technical and Financial proposal. Technical Proposals shall be sealed in separate envelopes and clearly marked " Technical Proposal ". The financial proposals should be sealed separately and clearly marked " Financial Proposal " All the proposals should be in one envelope clearly marked the Tender Number without any indication of

	<p>the name of the bidder.</p> <ul style="list-style-type: none"> • Technical proposal – original and two copies • Financial proposal – original and two copy - financial proposal shall include: <ul style="list-style-type: none"> ▪ Price schedule, and ▪ Form of tender. <p>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</p>
2.5.3 The proposal submission address is:	Tender Box situated at County Government of Kirinyaga, County Headquarters, 1 st Floor.
2.5.4 Proposals must be submitted no later than the following date and time:	Wednesday 11TH September, 2019 AT 11.00 A.M on or before 11.00 am East African Time
2.7.1 Evaluation criteria for Technical proposal:	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>The Preliminary evaluation shall be mandatory: The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> • Valid Tax Compliance Certificate. • Certificate of Incorporation. • PIN/VAT certificate from KRA • Bid Security Kshs 200,000.00 from a reputable bank or insurance firm approved by PPOA valid for an additional 30 days beyond the Tender validity period • Audited Financial Accounts/Statements for two (2) previous year endorsed, signed and stamped by a registered external auditor. • Fully signed and Stamped Confidential Business Questionnaire • Have submitted the required number of copies of both the technical and financial proposals. • Must have submitted a dully filled, complete and signed Proposal Document (Technical Proposal

Submission Form, CVs, Work plan, Activity (Work) Schedule Form, Consultant References Forms and all the forms in Section IV of the RFP.

- Provide a self-declaration that the consultant is not debarred from participating in Public Procurement in the format provided in the Request for Proposal (Forms SD1)
- Submit a duly signed self-declaration statement that the consultant shall not engage in any corrupt and fraudulent practices in the format provided in the Request for Proposal (Forms SD2)

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FOR FINANCIAL EVALUATION.

Evaluation and Comparison of Tenders

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

Selection Process

Quality Cost Based Selection

STEP 1: Preliminary evaluation

This will be an elimination stage which will be done as per paragraph 2.7.1 above

STEP 2: Technical Evaluation

Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation

- **Technical Evaluation Shall be based as per the evaluation criteria provided on the Terms of Reference.**

Only bidders who score 70% and above will be

subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

STEP 3: Financial Evaluation

The financial submissions of the required services will be divided by the lowest bidder’s financial quote to determine the financial score of each bidder using the formulae below:

Sf = 100 X 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 as 80%: P = the weight given to the Financial Proposal as 20%**)

Combined Technical and Financial scores is: :- S = St x T % + Sf x P %

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*)

The table below summarises the overall evaluation process and the proposed weighting of each stage.

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	80
STEP 3: Financial Evaluation	20
Combined Technical and Financial Score	100

2.8.5: The weights given to the

Technical (T) = **0.8**,
Financial (P)= **0.2**,

Technical and Financial Proposals	
2.8.5: Formulae for determining the Financial Score (Sf)	<p>$Sf = 100 \times \frac{Fm}{F}$ 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 (<i>St</i>) and financial (<i>Sf</i>) scores using the weights (<i>T</i>=the weight given to the Technical Proposal: <i>P</i> = the weight given to the Financial Proposal</p> <p>Combined Technical and Financial scores is:- $S = St \times T\% + Sf \times P\%$</p>
2.8.8: Price variation	Price variation may be as per Clause 2.8.8
2.10.2 The assignment is expected to commence on	October 2019

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) A bank guarantee.
 - b) Such insurance guarantee approved by PPRA.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations **under this Contract**.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% of Total Contract sum from a reputable Bank or Insurance Company approved by PPRA
3.8	Payments schedule will be as follows: <ul style="list-style-type: none">• 10% of the Contract Price shall be paid on submission of and acceptance of a detailed Inception Report;• 40% of the Contract Price shall be paid on submission of a Final Plan• 40% of the Contract Price shall be paid on submission of ApRegistry Index Map, beaconing and titling• 10% on submission of final approved reports, Plans and Maps Or as may be otherwise agreed by both parties in writing after the Negotiation Stage
3.9	Specify price adjustments allowed. As per conditions set in Clause 3.9
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya

3.18	Notices shall be addressed and delivered to: The County Secretary & Head of Public Service, County Government of Kirinyaga, PO Box 260 – 10304, Kutus.
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SECTION V: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant’s proposal.

- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

- 3.3 The Technical proposal shall not include any financial information

SECTION V - TECHNICAL PROPOSAL

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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:]

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:	
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)

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.

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

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

PROPOSED **FORMAT OF CURRICULUM VITAE (CV) FOR**
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:

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: _____

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	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 VI: - 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

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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]*

SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

BREAKDOWN OF PRICE PER ACTIVITY

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

BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
<p>Regular staff</p> <p>(i)</p> <p>(ii)</p> <p>Consultants</p> <p>Grand Total</p> <p>_____</p>				

REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

N o.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
5.	Furniture				
	Grand Total				_____

SECTION VII –TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE PREPARATION OF THE KERUGOYA/ KUTUS MUNICIPAL LOCAL PHYSICAL AND LAND USE PLAN

1. Background

The Physical and Land Use Planning Act, 2019 and the Urban Areas and Cities Act, 2011 requires all county governments prepare and implement Municipal Local Physical and Land use Development Plans.

The County Government of Kirinyaga is in the process of developing a ten (10) year Kerugoya/Kutus Municipal Local Physical and Land use Development Plan.

The main objective of the project is to delineate the Kerugoya/Kutus Municipality urban growth boundary, provide a framework for growth and development of Kerugoya/Kutus Municipality and enhance security of tenure through formalization of claims on public land.

In order to achieve this, the County Government intends to procure consultancy services for Physical Planning and Cadastral Survey of the mentioned area.

2. Overview of the Plan

The planning area will cover Kerugoya and Kutus towns and its environs. This two towns will be combined to form one Municipality Kerugoya/Kutus Municipality and one plan will be prepared to cover the entire municipal boundary area of jurisdiction. The Plan shall propose the urban growth boundary through a detailed study of land suitability analysis, land carrying capacity, zoning regulations to contain and control sprawl development.

The demarcation of municipal jurisdiction boundary will be guided by the following structuring elements; for Kutus: along Kutus-Kagio road towards Kagio Gatitu secondary school, towards Embu Samson corner past river Gakuu, to the South Ahiti Ndobu veterinary station. For Kerugoya: Waigiri area on the northern west, down through Githioro water intake, passing through Rutui River which tributaries Mukengeria river down to Karia market. Then it crosses the Kerugoya-Kutus tarmac and stretches up to Kaitheri village towards Ndimi and then westward of Kibingo trading center and back to Waigiri.

Detailed planning will concentrate on areas with special planning problems such as the Kerugoya, Kutus CBD, site and service area, Kibingo centre, areas surrounding Kirinyaga University in Kutus and Mjini area towards Ahiti

Domba. Considerations should also be given to peri urban centres outside the municipality boundaries that influence the development of the town. These centres include Kianjiru along the Makutano – Embu road, Kimicha centre along Kutus Kagio road, Mukinduri center along Kerugoya-Baricho road, Kagumo shopping Centre along Kerugoya Karatina Road.

Therefore, the plan coverage measures approximately 74 Km² but may change after the agreed municipal boundary.

3. Objectives

The main objectives of the assignment are :(i) To propose the jurisdiction of the Kerugoya Kutus Municipal boundary according to the Urban Areas and Cities Act 2016 and detailed study of land suitability analysis and other factors as mentioned in the terms of reference (ii) Cadastral survey (iii) a ten (10) year Kerugoya Kutus Municipality Plan. The purpose of the strategic urban development plan is to:

- Define a vision for future growth and development of the Municipality over the next 10 years
- Provide an overall integrated physical framework for urban growth of the municipality.
- Provide a basis for coordinated programming of projects and budget, thereby serving as a downstream management tool.
- Provide security of tenure for plot owners

4. Scope of Work

1. Delineation of Kerugoya Kutus Municipal growth boundary through a detailed study of land suitability analysis, growth trends evaluation and assessment of development constraints, potentials, land carrying capacity and provide a framework for future development and functioning.
2. Identify and recover existing survey control points in and around the project area suitable for use as datum points for establishment of controls for the project
3. Prepare a GIS plot level spatial database containing plot numbers, names of plot owners, plot users, acreage and attribute as available in cadastral sheets. Digitize and georeference existing land use/Physical attributes to form base map for planning purposes.
4. Prepare an Urban Plan showing current and proposed land use and infrastructure (transport, water, drainage, power etc), requirements to guide

urban development, including, zoning plans and development control regulations.

5. The problems of land tenure, poor road linkages, haphazard development are to be dealt meticulously while preparing the plan in addition to other problems and solutions.
6. From the approved plan, Compile the resulting survey data, field notes, computations, survey plans, list of beneficiaries and submit them to Survey of Kenya for approval. The consultant to follow up the approvals
7. Survey and Beacon all unregistered plots from the approved Municipal Urban Plan for issuance of allotment letters by the County Government
8. Follow up preparation and approval of Deed Plans/RIMs at the Survey of Kenya
9. Process Lease titles from the National Ministry of Lands and Physical Planning
10. Ensure public participation in the Planning process as per the Physical and Landuse Planning Act, 2019

5. Key Requirements

5.1 The Municipal Plan being prepared will should be prepared as per the Physical and Lan Use Plan, 2019 which include, but not be limited to, the following aspects:

- i) Location, physiography, linkages, climate, regional setting
- ii) Historical background
- iii) Brief description of Municipality, review of existing Development Plan, issues related to implementation of existing master plan
- iv) Spatial growth of the town & direction, incorporation of new areas
- v) Demographic data including population (urban/ rural, ward-wise, male & female), literacy rate, growth of population, workers and non-workers, occupational structure, etc shall be collected – as per current & past Census data.
- vi) Employment generating activities – existing and potential
- vii) Industries–existing and potential, their nature, employment etc.
- viii) Commercial activities including retail and wholesale business, warehousing and godowns, mandis, rural markets, etc.
- ix) Government and semi government offices and government reserved areas.

- x) Educational facilities (Govt. /Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centers, etc.
- xi) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centers, veterinary etc.
- xii) Social, cultural and other religious activities
- xiii) Other community facilities including cremation and burial grounds
- xiv) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- xv) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- xvi) Agricultural use including dairies, horticulture, nurseries, reserved forests, etc.
- xvii) Circulation facilities including airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking, etc.
- xviii) Proposals/ commitments by Central/ State Government, concerned Local Body, development authority, etc.)
- xix) All vacant lands under government ownership (non-built)
- xx) All forest lands
- xxi) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- xxii) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, urban improvement trust, etc.
- xxiii) Action Plan, identification of projects and phasing, resource mobilization

5.2 Formulation of the Urban Plan:

Formulation of Urban Plan of the municipality as per the Physical and Landuse Planning Act, 2019 and Urban Areas and Cities Act 2016 which includes demand assessment, identification of issues, projected requirements, development strategy and draft proposals on the GIS base map and sector-wise data analysis, to be done by the Consultant. The deliverables in the form of base map, thematic maps specified, data analysis reports, draft plan document, etc

5.3 Spatial attribute collection of Base Map

Consultant to provide a draft base map at 1:4000 scale using high resolution satellite data. To provide layer-wise spatial attributes collected from the field to generate final base map which will be used as an input to the plan formulation.

5.4 Urban socioeconomic Database Creation

Urban and socio-economic data is an input to be used to study the existing situation, identification of issues and formulation of proposals and projections. While most of the data to be collected is secondary, some crucial data may be required to be collected from primary surveys eg landuse survey, traffic & transport survey, household surveys, etc. Data analysis will be presented sector-wise, in the form of chapters in the Urban Plan document.

Databases to be created and surveys to be conducted – including landuse survey, socio-economic, traffic and transport and other surveys.

5.5 Kerugoya Kutus Municipal boundary

The consultant will prepare the municipality growth boundary map through detailed study of land suitability analysis, growth trends evaluation and assessment of development constraints, potentials and provide a framework for future development and functioning.

5.6 Preparation of Registry Index Maps and processing of Lease Titles

The consultant will prepare Registry Index Maps on the approved plans and forward to the Director of Survey-Survey of Kenya for approval. This will be followed by processing of lease titles from the National Government Ministry of Lands and Physical Planning.

5.7 Plot Beaconing

The consultant will place beacons of the resultant unregistered plots.

6. Expected Output

Project Title	Project Area	Estimated No. Of Plots	Timeline (Weeks)	Expected Output
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Provision of planning services	Kerugoya /Kutus Municipal ity	4,000	48	<ol style="list-style-type: none"> 1. Kerugoya Kutus Municipal growth Boundary 2. Urban basemap 3. Socioeconomic database 4. Approved Municipal Urban Plan 5. RIM'S/Survey Maps 6. Data base of List of beneficiaries 7. Processed titles
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7. General

- i) The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
- ii) All data collected by the Consultant shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
- iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
- iv) All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format, maps and drawings should be in the compatible format of GIS facilities available with the Client.
- iv) Monthly Progress Report will be submitted by the consultant to review the progress of the Study.
- v) The Planning process will have a minimum of three workshops during the duration of the project. The resultant expenditure with regards to Workshop coordination, communication and supervision costs will be borne by the consultant with the approval of the client on reimbursable basis.

8. Implementation Framework

The preparation and implementation of the project will require cooperation, collaboration and partnership between the Consultant, County/National Government, National Land Commission and Local Community.

The County Government of Kirinyaga, Department of Lands, Housing and Urban Development will provide the necessary leadership to steer the process.

The consultant will facilitate personnel nominated by the County Government of Kirinyaga for purposes stakeholder sensitization, identification of beneficiaries, dispute resolutions and project supervision.

9. Duration

The project is intended to take approximate **Twelve months** from the date of Contract signing

10. Qualifications

Interested firms should submit their proposals that will include the following:

- (i) Bidders must provide their company profile together with Certificate of Registration /Incorporation in the Country of domicile and Valid Tax Compliance Certificate and all other requirements indicated in the RFP
- (ii) The bidder must provide Evidence of experience in handling project of similar scope - Attach at least three (3) references of similar work done in the last five years
- (iii) Be composed of relevant consultants with a mix of appropriate expertise. The team members should have degree from a recognized university in related field and must have a minimum experience of at least Five years in the same or related consultancy
- (iv) Demonstrate capacity and key related assignments as prove of ability (previous works done and their magnitude, CVs of all key personnel)
- (v) Firms that bid jointly should submit consortium agreements between the parties, with the roles of each party clearly defined.
- (vi) Financial capability - provide evidence of relevant resources and financial statements for three current consecutive years

11. Evaluation Criteria

PREPARATION OF KERUGOYA/KUTUS URBAN PLAN		
<i>Evaluation Rating Criteria</i>		
I	Specific Understanding and experience of the Consulting Firm in relation to the assignment	20
1	At least 10 Years General Experience of the Consultant in Urban/Town Planning	5
2	Reliability and performance of the consultant, demonstrated by a proven track record/relevant experience related to the assignment	
2.1	Government Experience (at least two; 4mks for each site)	10
2.2	Other large institutions	5
II	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	45
3	Demonstrate clear understanding of the Terms of reference	6
4	Demonstrate clear understanding of the Urban/ Town Planning and how the consultant will meet the requirements of the County Government of Kirinyaga	10
5	Technical approach and methodology in	
5.1	Propose the jurisdiction of the Kerugoya Kutus Municipal growth boundary through a detailed study of land suitability analysis and other factors as mentioned in the terms of reference	3
5.2	Conduct a Cadastral survey	3
5.3	Prepare a ten (10) year Kerugoya Kutus Municipal Local Physical Development Plan.	3
6	Clear and detailed implementation plan/work plan including clear Work Schedule and Planning for Deliverables	5
III	Qualifications and Competence of the key Staff for the assignment	45
7	Team Leader (Qualification & Experience Rating) <ul style="list-style-type: none"> • Master's degree in Urban/Town Planning or related field • Be a registered Physical Planner with a relevant professional body • At least ten (10) years relevant professional experience in Urban/Town Planning (Attach CV) • At least 10 consecutive years' experience in in formulation of master plans, regional plans, area plans, town planning schemes with 	13

	leadership qualities to lead the team effectively		
8	<p>Urban Planners (Consultants/Experience)</p> <ul style="list-style-type: none"> Degree in Urban/Town Planning and registered by recognized professional body At least seven (7) years professional experience working in either County/City/Municipality 	2 Experts, 5 Mks for each consultant	6
9	<p>Licensed Land Surveyor</p> <ul style="list-style-type: none"> A Licensed and practicing Land Surveyor; licensed with relevant Registration Body A degree in Land Surveying and photogrammetry with at least (10) years relevant experience Must be a member of relevant professional body Area of specific expertise Experience in developing and managing geo-databases is essential. Strong practical experience in GIS software tools like ArcMap, ERDAS and other platforms. Preparation of base maps, spatial attribute data collection and vetting of maps. 	2 Experts, 3 Mks for each consultant	6
10	<p>Mapping Specialists</p> <ul style="list-style-type: none"> Diploma in Land surveying and GIS with at least three (3) years' experience 	4 Experts, 2 Mks for each consultant	8
11	<p>Infrastructure Engineer/Planner</p> <ul style="list-style-type: none"> Postgraduate with transport Planning with ten (10) years' experience. Experience in preparation of transport plans, city circulation plans, mobility plans, etc. and conducting traffic and transport surveys. 	1 Expert 3 Mks for each consultant	3
12	<p>Environmental Specialist</p> <ul style="list-style-type: none"> Must possess a university degree in Environmental Planning & Management or equivalent 	1 Expert 3 Mks for each consultant	3
13	<p>Land Economist</p> <ul style="list-style-type: none"> A degree in Land Economist/Valuation with seven (7) years' experience Registered with the relevant professional body 	1 Expert 3 Mks for each consultant	3
14	<p>Socio Economic Expert</p> <ul style="list-style-type: none"> Post Graduate in Statistics/ Sociology/ Economics/ Geography with 10 years' experience Experience in collection of field data and socio-economic surveys, analysis of socio-economic data of cities/towns 	1 Expert 3 Mks for each consultant	3

	at local level, projections, creation of urban database using secondary sources		
IV	Suitability of Knowledge transfer (Training)		5
15	Ability to develop and conduct a participatory training needs		3
16	Ability to develop training manuals and reference tools		2
TOTAL			100

SECTION VIII - STANDARD FORMS

FORM OF TENDER

To:..... Date:
Tender No.:
Item Description:

Sir/Madam,

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

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20____. (Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

**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 Client’s name] of [or whose registered office is
situated at] _____ [insert Client’s address](hereinafter
called “the Client”) of the one part AND _____ [Insert Consultant’s
name] of [or whose registered office is situated
at] _____ [insert Consultant’s address]
(hereinafter called “the
Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services (i)** The Consultant shall perform the Services specified in
Appendix A, “Terms of Reference and Scope of Services,” which is made an
integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B,
“Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form
and within the time periods specified in Appendix C, “Consultant’s
Reporting Obligations.”
2. **Term** The Consultant shall perform the Services during the period
commencing on _____ [Insert starting date] and continuing through
to _____ [Insert completion date], or any other period(s) as may be
subsequently agreed by the parties in writing.

3. Payment

A. **Ceiling**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to 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 Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. **Payment Conditions**

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

4. Project

A. Coordinator.

Administration

The Client designates _____[insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

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

**5. Performance
the Services with
Standards
competence and integrity.**

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

6. Confidentiality

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

**7. Ownership of
Material**

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

**8. Consultant Not
to be Engaged
in certain
Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing

The Contract shall be governed by the laws of Kenya and

Contract and Language

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 CLIENT

FOR THE CONSULTANT

Full name; _____ Full name;_____

Title: _____ Title: _____

Signature;_____ Signature;_____

Date;_____ Date;_____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I- General :

Business Name

Location of business premises.....

Plot No. Street/Road.....

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

Nature of business.....

Current Trade Licence No.....Expiring date.....

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

Name of your bankers.....Branch

<input type="checkbox"/>	Part 2 (a) – Sole Proprietor																								
	Your name in full.....Age.....																								
	Nationality.....Country of origin.....																								
	*Citizenship details.....																								
<input type="checkbox"/>	Part 2 (b) Partnership																								
	Given details of partners as follows:																								
	<table style="width:100%; border:none;"> <tr> <td style="width:25%;"><i>Name</i></td> <td style="width:25%;"><i>Nationality</i></td> <td style="width:25%;"><i>Citizenship Details</i></td> <td style="width:25%;"><i>Shares</i></td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>								
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.....																						
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<input type="checkbox"/>	Part 2 (c) – Registered Company:																								
	Private or Public.....																								
	State the nominal and issued capital of company-																								
	Nominal K£.....																								
	Issued K£.....																								
	Given details of all directors as follows: -																								
	<table style="width:100%; border:none;"> <tr> <td style="width:25%;"><i>Name</i></td> <td style="width:25%;"><i>Nationality</i></td> <td style="width:25%;"><i>Citizenship Details</i></td> <td style="width:25%;"><i>Shares</i></td> </tr> <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> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1.	2.	3.	4.	5.
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1.																						
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3.																						
4.																						
5.																						
DateSignature of Candidate.....																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the supply, installation and commissioning of

..... [Name and/or description of the equipment] (Hereinafter called

“the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (Hereinafter called “the Bank”), are bound unto [Name of procuring entity} (Hereinafter called “the Procuring entity”) in the sum of For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No. _____ [reference number of the contract] dated
_____ 20____ to supply.....

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

.....
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

MANUFACTURERS AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS

[Name of the principal]

who are established and reputation dealers in [Type of business] having registered offices at [Address of principal] do hereby authorizing [Name and address of tenderer] to submit a tender, [reference of the tender] for the stated (particulars of tender).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.

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

FORM SD1

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL
ACT 2015.**

I,of P. O. Box being a resident
of in the Republic of ----- do hereby make a
statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing
Director/Principal Officer/Director of (insert
name of the Company) who is a Bidder in respect of **Tender No.**
..... for(insert tender title/description) for
.....(insert name of the Procuring entity) and duly authorized and
competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not
been debarred from participating in procurement proceeding under Part IV of
the Act.

3. THAT what is deponed to hereinabove is true to the best of my
knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders
participating in this tender. This is a mandatory requirement under the new

Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new

Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED