

COUNTY GOVERNMENT OF BUNGOMA



TENDER DOCUMENT

FOR

LEASE OF CHWELE POULTRY SLAUGHTERHOUSE.

TENDER NUMBER:

BGM/CNTY/MOALFIC/RFP/001/2019-2020.

**Closing Date: *Tuesday 21st July, 2020 at Exactly 10.00
A.M Local Time.***

@July2020

The County Government of Bungoma invites sealed tenders from eligible candidates for the **Lease of Chwele Poultry Slaughterhouse from 24th August 2020 for one year.**

A complete set of tender document may must be viewed and downloaded free of charge from the County's websites: www.bungoma.go.ke or www.tenders.go.ke

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and should remain valid for 120 days after date of tender opening. Each copy of the submitted tender shall be appropriately serially paginated.

The Tenderer must provide a self-declaration that the firm is not debarred from participating in Public Procurement and also provide a self-declaration that the firm will not engage in any corrupt practice in the format attached.

The Tender document must be accompanied by a duly filled and signed Tender Security form.

Completed tender documents are to be enclosed in plain sealed envelopes, marked '**TENDER NO. BGM/CNTY/MOALFIC/RFP/001/2019-2020 -for Lease of Chwele Poultry Slaughterhouse and be deposited in the tender box provided at the Governor's Offices, Ground floor, Former municipal Building, Bungoma addressed to:**

**The County Secretary
County Government of Bungoma,
P. O. Box 437-50200
Bungoma.**

so as to be received on or before **21st JULY, 2020 AT 10.00 A.M.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Board Room, Annex Building, Opposite Governor's Avenue. The **County Government of Bungoma** reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

**The County Secretary
County Government of Bungoma.**

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the County Government of Bungoma 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 where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The County Government of Bungoma 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 County Government of Bungoma's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The tender document may be viewed and downloaded free of charge from the County's websites: www.bungoma.go.ke or www.tenders.go.ke

2.1.8 The County Government of Bungoma shall allow the tenderer to review the tender document free of charge.

2.2 Clarification and Amendment of RFP Documents.

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include

number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

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

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

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

2.4.5 The Proposal must remain valid for 120 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

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)

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation , the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail. 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the

technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this subclause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:- $S_f = 100 \times FM/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

2.8.9 Price variation requests shall be processed by the 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 County Government of Bungoma may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.*

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

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

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

Appendix to Information to Consultants

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

provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: _____

2.1.1 The method of selection is: _____

2.1.2 Technical and Financial Proposals are requested: Yes ___ No ___ The name, objectives, and description of the assignment are:___

2.1.3 A pre-proposal conference will be held: Yes _____ No ___ [if Yes, indicate date, time and venue] _____

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

2.1.4 The Client will provide the following inputs: _____

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; _____ (iv) The minimum required experience of proposed professional staff is: [Insert title, number of years of professional experience, specific expertise]

2.1.6 (vii) Training is a specific component of this assignment: Yes ___ No _____ [If yes, provide appropriate information) (viii) Additional information in the Technical Proposal includes: _____

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]: ___

_____ 2.5.2
Consultants must submit an original and _____ [Insert number] additional

copies of each proposal.

2.5.3 *The proposal submission address is: _____*

Information on the outer envelope should also include:_____

2.5.4 *Proposals must be submitted no later than the following date and time:_____*

2.6.1 *The address to send information to the Client is:_____*

2.6.3 *The minimum technical score required to pass [Insert number of points]:_____*

2.7.1 *Alternative formulae for determining the financial scores is the following:_____ The weights given*

to the Technical and Financial Proposals are: T=_____ (0.80 to 0.90)

P=_____ (0.10 to 0.20)

2.9.2 *The assignment is expected to commence on_____ [Insert date] at [Insert location] (Amend as necessary)*

SECTION III - TECHNICAL PROPOSAL.

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- 1) *Technical proposal submission form*
- 2) *Firms references*

- 3) *Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity*
- 4) *Description of the methodology and work plan for performing the assignment*
- 5) *Team composition and Task assignments*
- 6) *Format of curriculum vitae (CV) for proposed Professional staff*
- 7) *Time schedule for professional personnel.*
- 8) *Activity (work schedule).*

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	Approx. Value of Services (Kshs) (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)

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:

14. Description of the methodology and work plan for performing the assignment.

5. Team composition and task assignments.

1. Technical/Managerial Staff

<i>Name</i>	<i>Position</i>	<i>Task</i>

2. Support Staff.

Name	Position	Task

6. Format of curriculum vitae (cv) for proposed professional staff.

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

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

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

Certification:

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

_____ *[Signature of staff member]*

Date; ----- [Signature of authorised representative of the firm]
Full name of staff member:
----- Full name of
authorized representative: -----

7. Time Schedule for Professional Personnel.

Reports Due: _____

Activities Duration: _____

Signature: _____ (*Authorized representative*)

Full Name: _____

Title: _____

Address: _____

8. Activity (Work) Schedule

SECTION IV - Financial Proposal Standard Forms

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- 1. Financial proposal submission Form*
- 2. Summary of costs*
- 3. Breakdown of price/per activity*

4. *Breakdown of remuneration per activity*
5. *Reimbursables per activity*
6. *Miscellaneous expenses*

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)
-------	---------------	-----------

<i>Subtotal</i> <i>Taxes Total Amount of</i> <i>Financial Proposal</i>		
--	--	--

3. Breakdown of Price per Activity.

Activity NO.:	Description
----------------------	--------------------

<i>Price Component</i>	<i>Amount(s)</i>
<i>Remuneration</i>	
<i>Reimbursables</i>	
<i>Miscellaneous Expenses</i>	
<i>Subtotal</i>	

4. Breakdown of Remuneration per Activity

5. Reimbursables per Activity

6. *Miscellaneous Expenses.*

Section V: Terms of Reference for Lease of Chwele Poultry Slaughterhouse.

Background.

The chwele slaughter house is located in Chwele within, Chwele/Kabuchai Ward, Kabuchai Constituency in Bungoma County. Its development was part of the Economic Stimulus Project Programme. Initially it was designed to a local slaughter house but it has been, since re-designated to an export slaughter house through various studies carried out, that established Bungoma County to have the potential of raising local poultry without much inputs in low acreage of land providing opportunity for the local community and in particular youth, women and people living with disability. To that end, the ultimate goal would be to alleviate poverty levels of the local communities by providing a ready market for local chicken, which will increase incomes, improve nutritional status of the people and most importantly provision of safe and quality dietary protein to consumers due to emerging, re-emerging. To that end, The County Government of Bungoma through, the Ministry of Agriculture, Livestock, Fisheries Irrigation and Co-operatives installed the Chwele Slaughter House. The slaughter house is operational, thus the County is looking for a consultant who have clear marketing strategy to manage the factory on behalf of the County to allow fast growth.

Objective.

- 1. To improve socio-economic status of the locals.*
- 2. To spar increased production of indigenous local chicken*
- 3. To improve food and nutrition security within and outside the county*
- 4. To create jobs for the local community*
- 5. To increase revenues for the County Government*
- 6. To improve on avian disease surveillance and control.*

Scope of work

- 1. Develop a model of supply of key input to ensure sustainability.*
- 2. Undertake an analysis of the indigenous chicken market dimensions.*
- 3. Provide financial and investments analysis that the project is worth undertaking.*
- 4. Carry out Risk analysis and develop risk management strategies.*

5. *Demonstrate the technical capacity and knowledge of corporate governance for successful running of the facility.*
6. *Draw a detailed outline on how the project will benefit the local community and in particular youth, women and people living with disability.*
7. *Develop a waste management and disposal strategy.*

Expected Outputs/Deliverables

1. *Model of supply key inputs developed.*
2. *Market Plan/strategies.*
3. *Financial and investment analysis report.*
4. *Risk management matrix.*
5. *Governance structure*
6. *Matrix of benefits of the various stakeholders groups.*
7. *Waste management plan.*

Methodology.

1. *Site visit*
2. *Activities to be done during the site visits*
3. *Presentation and sharing of report with the client.*

Capabilities

Key personnel

Equipments facilities

Financial Proposal

1. *Total capital investment.*
2. *Financing options.*
3. *Audited financial statements for a minimum of the last two years.*
4. *Audit reports for the previous two years.*
5. *Bank certificates as at time of submission of the proposal.*
6. *Proposal on revenue sharing arrangements.*
7. *Rent Remittances to the County Government of Bungoma.*

Evaluation Criteria.

No	Criteria	Max Points	Scores
	Technical (70 %)		
1.	Background Information- Comprehensive Company Profile demonstrating knowledge and experience in dealing with chwele poultry slaughterhouse.	5	
2.	Understanding of the assignment under consideration in reference to the terms of reference[TORs]	30	
	a) Develop a model of supply of key input to ensure sustainability	5	
	b) Undertake an analysis of the indigenous chicken market dimensions.	5	
	c) Provide financial and investments analysis that the project is worth undertaking.	5	
	d) Carry out Risk analysis and develop risk management strategies.	5	
	e) Demonstrate the technical capacity and knowledge of corporate governance for successful running of the facility.	5	
	f) Draw a detailed outline on how the project will benefit the local community and in particular youth, women and people living with disability.	5	
	g) Develop a waste management and disposal strategy		
3.	Methodology- Adequacy and appropriateness of the outlined procedures, Activities, Work plan, experience and skills in development and management of the facility in relation to the TORs.	15	

4.	<i>Implementation schedule- sequential flow and realistic timing of the activities.</i>	5	
5.	Capabilities	15	
	▪ <i>Distribution networks</i>	3	
	▪ <i>Project Management Controls</i>	3	
	Expertise;	3	
	▪ <i>Specialized Knowledge</i>		
	▪ <i>Experience on Similar Programme / Projects</i>	3	
	▪ <i>Quality assurance procedures</i>	3	
6.	Financial (30 %	30	
	i. <i>Total capital investment.</i>	7.5	
	ii. <i>Financing options.</i>	7.5	
	iii. <i>Audited financial statements for a minimum of the last two years.</i>	7.5	
	iv. <i>Proposal on revenue sharing arrangements.</i>	7.5	

SECTION VI: Standard Forms of Contract.

A. Annex I – Large Assignments (Lump-Sum Payments)

B. Annex Ii – Large and Small Assignments (Time - Based Payments)

C. Annex Iii – Small Assignments (Lump-Sum Payments) Notes

1. Large Assignment _____Exceeding Ksh 5,000,000

2. Small Assignment _____Not Exceeding Ksh. 5,000,000

3. Time Based Payment ___Time Based Fixed Fee Exact Duration Of Contract
Not Fixed

4. Lump-Sum Payment _____Stated Fixed Contract Sum.

ANNEX I Republic of Kenya

Standard form of contract for consulting services.

Large Assignments (Lump- Sum payment)

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***Contract for Consultant’s Services
Large Assignments (Lump-Sum Payments)***

Between

----- *[name of the Client] AND*

----- *[name of the Consultant] Dated:*

-----*[date]*

Form of Contract Large Assignments (Lump-Sum Payments)

*This Agreement (hereinafter called the "Contract") is made the _____)day of
the month of _____[month], [year], between
_____, [name of client] of [or whose registered
office is situated at]_____ [location of*

office] (hereinafter called the "Client") of the one part AND
-----[name of consultant] of [or
whose registered office is situated at]
-----[location of
office](hereinafter called the "Consultant") of the other part.

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

Now Therefore the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [Note:

If any of these Appendices are not used, they should be deleted from the list]

Appendix

A: Description of the Services Appendix

B: Reporting Requirements Appendix

C: Key Personnel and Sub consultants Appendix

D: Breakdown of Contract Price in Foreign Currency Appendix

E: Breakdown of Contract Price in Local Currency Appendix

F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [name of client] [full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____ For and on behalf of

_____ [name of consultant] [full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____