

**REPUBLIC OF KENYA**



**COUNTY ASSEMBLY OF KILIFI**

**REQUEST FOR PROPOSAL  
DOCUMENT  
FOR  
CONSULTANCY SERVICES:  
LEGAL AND GOVERNANCE AUDIT OF THE KILIFI  
COUNTY ASSEMBLY AND THE KILIFI COUNTY  
ASSEMBLY SERVICE BOARD.**

**RFP NO. CAK/001/2016/2017**

***Submission Deadline: 24th July 2017***



## SECTION I - LETTER OF INVITATION

To: Interested eligible bidders

Date:.....

Dear Sir/Madam,

**RE: RFP FOR A LEGAL AND GOVERNANCE AUDIT OF THE KILIFI COUNTY ASSEMBLY SERVICE AND THE KILIFI COUNTY ASSEMBLY SERVICE BOARD.**

- 1.1 The Kilifi County Assembly Service Board invites proposals for consultancy services for the undertaking of a legal audit of the Kilifi County Assembly service and the County Assembly Service Board.
- 1.2 The request for proposals (RFP) includes the following documents:

Section I - Letter of invitation  
Section II - Information to consultants  
Section III- Technical proposals Section  
Section V - Financial proposal

- 1.3 The completed Technical and Financial Proposals must be submitted to:-

**The Clerk  
County Assembly of Kilifi  
P.O.Box 332-80200  
Malindi**

So as to reach the office of the County Assembly or be deposited in the tender box at the County Assembly offices on or before 09<sup>th</sup> June 2017 at 11:00Am

Yours sincerely  
Clerk, County Assembly of Kilifi

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

### **2.1 Introduction**

**2.1.1** The County Assembly of Kilifi will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.

**2.1.2** The Consultants are invited to submit a Technical Proposal and a Financial Proposal,

**2.1.3** 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.

### **2.2 Preparation of Technical Proposal**

**2.2.1** The Consultants proposal shall be written in English language.

**2.2.2** 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.

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

- (i) An organization/company profile 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) Certificate of Incorporation/Registration.
- (iii) Valid Tax Compliance Certificate.
- (iv) Three years audited accounts.

- (v) Curriculum Vitae of the Lead Consultant and other Consultants who will be involved in the assignment.
- (vi) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (vii) A detailed description of the proposed methodology and work plan for performing the assignment.
- (viii) The list of the proposed staff team by specialty and their curriculum vitae, the tasks that would be assigned to each staff team member and their timing.
- (ix) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment showing the time proposed for each professional staff team member.
- (viii) Any additional information

**2.2.5** The Technical Proposal shall not include any financial information.

## 2.3 Preparation of Financial Proposal

2.3.1 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. It lists all costs associated with the assignment including;

(a) Remuneration for staff and;

(b) Reimbursable expenses such as subsistence (per diem, housing), transportation services, and equipment (office equipment, and supplies), 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.

2.3.2 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.

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

2.3.4 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.

2.3.5 The Proposal must remain valid for 120 days after the closing/opening 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.

## 2.4 Submission, Receipt, and Opening of Proposals

2.4.1 The original proposal (Technical Proposal and, if required, Financial Proposal 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 authorized to sign the proposals.

2.4.2 The original copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original copy of the Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a 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 RFP number.

**2.4.3** The completed Technical and Financial Proposals must be submitted to:-

**The Clerk  
County Assembly of Kilifi  
P.O. Box 332-80200  
Malindi.**

So as to reach the office of the County Assembly or deposited in the tender box at the County Assembly offices by 24th July 2017 at 10:00 am.

Any proposal received after the closing time for submission of proposals shall be returned to the respective Consultant unopened.

**2.4.4** 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 of opening of financial proposals.

## **2.5. GENERAL CONDITIONS (CRITERIA FOR EVALUATION)**

**2.5.1** The Tender evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements of the RFP and Terms of Reference attached, applying the evaluation criteria as follows:

### **Preliminary**

1. Detailed company profile
2. Certificate of Incorporation/Registration
3. PIN Certificate/VAT Certificate
4. Valid Tax Compliance
5. Three years Audited Accounts
6. Must fill the Tender form in the format provided
7. Evidence of Trainings undertaken for Members of County Assembly, Staff and/or staff of county governments and experience in conducting Legal Audits
8. Must fill the Integrity declaration form

## Technical Evaluation

<b>EVALUATION MATRIX</b>			
<b>No.</b>	<b>EVALUATION REQUIREMENT</b>	<b>PARAMETER</b>	<b>MAXIMUM SCORE</b>
1.	Value of professional indemnity cover (attach evidence)	Over Kshs.10 Million (5marks) Kshs.6-10 Million (3marks) Kshs.1-5 Million (2marks) Below Kshs1 Million (0marks)	5 3 2
2.	Capacity of the firm (Attach CVs of key personnel proposed for administration and execution of legal briefs) a) Number of partners b) Number of Associates	(2 marks per partner for a maximum of 5 partners) (2 marks per associate for a maximum of 5 associates)	10 10
3.	Briefs handled: (Indicate nature of assignments handled) (a) Complex Constitutional and Judicial Review matters  (b)Election disputes /Election Petitions  (c) Procurement and Disposal Law related briefs  (d) Commercial Law briefs  (e) Briefs for other government institutions and/or county governments  (f) previously handled Legal audits (Attach evidence)  (g) Public interest litigation	(4 marks per brief, maximum of 4 briefs)  (2.0 marks per brief, maximum of 4 briefs)  (2.0 marks per brief, maximum of 2 briefs)  (2.0 marks per brief, maximum of 2 briefs)  (2.0 marks per brief, maximum of 2 briefs)  (2.5 marks per brief, maximum of 4 briefs)  (2.0 marks per brief, maximum of 2 briefs)	16 8 4 4 4 10 4
4.	<b>Facilities:</b>		



	(a) Demonstration of possession of a legal library  (b) Well equipped office space.	(4marks)  (6marks)	4  6
5.	Provide reference letters from five (5) clients for whom similar services are offered	(1 mark per client, maximum of 5 clients)	5
6.	Financial Capacity Audited accounts must display financial capability for the last three years where applicable. A turnover of at least 20 million.	Kshs 20 million and more score maximum and those with less than Kshs. 5 million score zero.	5
TOTAL SCORE			100

**Note: Bidders who score less than 80 marks out 100 in the technical evaluation will not proceed to the financial evaluation**

## **Financial evaluation**

**NB:** Bids proceeding to financial evaluation shall be scored out of 100 marks.

A bidder who scores 80 marks and above shall proceed to the financial evaluation.

The lowest priced bidder award system shall be used to award after attaining the technical pass mark of 80 marks.

## **2.6. TERMS OF REFERENCE**

### **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:

#### **TERMS OF REFERENCE.**

The Consultant will work within the TOR and contract agreement to deliver quality output in accordance with the objectives of this assignment which will include the following;

- 1.0 Identify and review the extent of compliance and effectiveness in complying with Laws and Regulations by the institution.
- 2.0 Identify and review the status of compliance as necessary and identify any specific gaps, deficiencies or areas of weaknesses therein.
- 3.0 Submit reports of the audit findings and recommendations.
- 4.0 Develop a compliance risk management policy and implementation framework that will ensure all regulatory and reporting requirements are met and that is in line with best practices and in agreement with the County Assembly's strategic plan and overall mandate.
- 5.0 Facilitate an organizational wide compliance risk assessment to identify regulatory, legal, reporting, internal and external compliance requirements; including training the Heads of Department/Section(s) and staff whose functions primarily support the County Assembly's

compliance function regarding their roles and responsibilities in regulatory and reporting compliance.

- 6.0 Sensitize the Senior Management and Staff to understanding the importance and challenges of achieving compliance as well as the consequences of non-compliance. Assist Management and Staff to develop and implement effective procedures to enhance compliance e.g. use of compliance checklists, management representation letters, etc.
- 7.0 Evaluate existing policies and procedures that support the legal and compliance functions to assess whether they adequately support the institutions regulatory and other compliance requirements. Assist management to design and develop additional compliance policies and procedures as may necessary.
- 8.0 Develop an inventory of compliance requirements relevant to the County Assembly and complete a detailed compliance risk assessment to identify all the risks, supporting controls and any potential gaps for remediation.
- 9.0 Develop a mechanism that will allow the Legal Department to continuously monitor and audit the improved compliance framework e.g. Compliance Self Assessments, Management representation letters, Compliance checklists, e.t.c
- 10.0 Share the best practices of Compliance Risk Management with the Senior Management and Staff.



### 2.6.3 Expected output and duration of work

#### County Assembly of Kilifi Legal Audit program.

The consultancy is expected to be completed within a period of 30 days.

#### Completion and Submission of Reports

<b>Reports</b>	<b>Date</b>
<b>1. Inception Report</b>	
<b>2. Interim Progress Report</b> <b>(a) First Status Report</b> <b>(b) Second Status Report</b>	
<b>3. Draft Report</b>	
<b>4. Final Report</b>	

### III- TECHNICAL PROPOSAL

#### Notes on the preparation of the Technical Proposals

- 3.1 **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.**
- 3.2 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the Consultants or the Special Conditions of contract.

In preparing the technical proposal the Consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the Consultant's own risk and may result in rejection of the Consultant's proposal.

**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 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].

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 THREE Years That Best Illustrate Prior Experience In conducting Legal Audit.

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:
Name of Client and Address:		Clients contact person for the Assignment
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		

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:

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

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

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS 1.

### Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

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

## SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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2. Summary of costs	
3. Breakdown of price/per activity	

**1. FORM OF TENDER**

Date\_\_\_\_\_   
Tender No.\_\_\_\_\_

To: .....   
.....

[Name and address of procuring entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, that of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of 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.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20   
*[signature] [In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**2. SUMMARY OF COSTS (In the separate envelope containing the Financial Evaluation)**

Costs		Currency(ies)	Amount(s)
Subtotal			
Taxes			
Total Amount of Financial Proposal			-----

**3. BREAKDOWN OF PRICE PER ACTIVITY**

Activity no:-----	Description-----
Price component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous expenses	
Subtotal	-----

## **Integrity Declaration.**

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.

3. a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.

c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.

d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.

e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

4. Tenders which do not conform to these requirements shall not be considered.

5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

a) Cancellation of the contract;

b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).



**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

I/We/Messrs..... of

Street, Building,

P O Box.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....