County
Microfinance
Corporation
Growing with you

TENDER REFERENCE NO: MCMC/RFP/01/2016-2017
TENDER NAME: CONSULTANCY FOR DEVELOPMENT OF STRATEGIC PLAN FOR MERU COUNTY MICROFINANCE CORPORATION

Meru County Microfinance Corporation is a financial institution under Meru county government providing financial services to small and medium enterprises, now invites sealed tenders from eligible candidates for **Request for Proposal** for **development of strategic plan for Meru County Microfinance Corporation.**

Interested eligible candidates may obtain further information and inspect tender documents at the Procurement office, Meru County Microfinance Corporation located at Ntara place behind county headquarters during normal working hours.

A complete set of tender documents can be obtained by interested candidates from Meru County website **www.meru.go.ke** or **www.countymicrofinance.com** and forward a letter expressing interest to participate in the tender for any further clarification if need be to info@countymicrofinance.com.

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.
Completed tender document (**original and 2 copies)** should be enclosed in a plain sealed envelope marked with tender name and reference number and be deposited in the **Tender Box** located at the **Reception of the Meru County Microfinance Corporation at Ntara place** and addressed to:

The Managing Director,
Meru county microfinance corporation
P.O. Box 2564-60200
MERU

So as to be received on or before 18th November 2016 at 10.00 a.m.

Technical proposals will be opened immediately thereafter in the presence of the Tenderers or their representatives who choose to attend at the County Chamber Hall located at the Headquarters Offices.

Procurement officer
FOR: MANAGING DIRECTOR

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1. SECTION I - LETTER OF INVITATION

To: Date: 04th November, 2016

Ref: MCMC/RFP/01/2016-2017

Dear Sir/Madam,

RE:CONSULTANCY FOR DEVELOPMENT OF STRATEGIC PLAN FOR MERU COUNTY MICROFINANCE CORPORATION.
(TENDER NO: MCMC/RFP/01/2016-2017)

Meru County Microfinance Corporation invites proposals for consultancy for development of strategic plan.

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

Section I	-	Letter of invitation
Section II	-	Information to Consultants
		Appendix to Consultants information
Section III	-	Terms of Reference
Section IV	-	Technical proposals
Section V	-	Financial proposal
Section VI	-	Standard Contract Form

Yours faithfully,

Managing Director
Meru County Microfinance Corporation
P.o Box 2564-60200
Meru.

2. SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 Meru County Microfinance Corporation will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Appendix Information to Consultants for consulting services required for the assignment named in the said Appendix. 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 the operations of Meru County Microfinance Corporation before 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.

2.1.5 The Procuring entity will provide the inputs specified in the Appendix Information to Consultants assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.6 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

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

2.1.8 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**

2.1.9 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 on any of the Request for Proposal 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 "Information to Consultants". 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 Request for Proposal 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 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.

(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 Financial Proposal) 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 initiated by the persons or person authorized 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 "Information to Consultants" and be clearly marked, **"Consultancy for development of strategic plan for Meru County Microfinance Corporation"**

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 "Information to Consultants". 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 Meru County Microfinance Corporation shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the terms of reference section.
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 "Information to Consultants".

2.8 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 un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "Information to Consultants", be as follows:-
$Sf = 100 \text{ X } {}^{FM}/_{F}$ 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: *P* = the weight given to the

Financial Proposal; $T + p$ = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St$ x T % + Sf x 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 **15 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 "Information to Consultants". 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. Meru County Microfinance Corporation 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. Meru County Microfinance Corporation 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 Meru County Microfinance Corporation 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.

2.10.2The 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 Information to Consultants

This appendix to the Information to Consultants (ITC) shall complement or amend the provisions of the Information to Consultants (ITC). Wherever there is a conflict between the provisions of the Information to Consultants (ITC) and the provisions of this appendix, the provisions of this appendix herein shall prevail over those of the ITC.

Clause Reference	
2.1	The name of the client is **MERU COUNTY MICROFINANCE CORPORATION**
2.1.1	The method of selection is **Quality and price**
2.1.2	Technical and Financial Proposals are requested: **Yes** The name, objectives, and description of the assignment are **Consultancy for development of strategic plan for Meru County Microfinance Corporation**
2.1.3	A pre-proposal conference will be held: **No** Date of pre-proposal conference: **N/A**
2.1.4	The client will provide the following inputs during implementation of the assignment: **relevant project data requested by the consultant**
2.1.5	Training is a specific component of this assignment: **Yes** The solution provider will be expected to provide training to **MCMC** staff to enable them to use the solution effectively and carry out any required administrative Functions
2.1.6	The Client address is: **Managing Director** **Meru County Microfinance Corporation** **P.O. BOX 2564-60200** **MERU, Kenya**
2.1.7	**Taxes:** All prices quoted **should include** local taxes, duties, fees, levies and other charges imposed under Kenyan law
2.1.8	Vendors must submit an **original** and **two additional** copies of each proposal
2.1.9	The proposal should bear the submission address provided in 2.1.2 above and Information on the outer envelope should also bear the name of the assignment provided in 2.1.2 above
2.1.10	Proposals must be submitted no later than the following date and time:**18th November 2016 at 10.00 Am**
2.1.11	The address to send information to the Client is as provided in 2.1.2 above
2.1.12	The minimum technical score required to pass: **Technical score of 75%**
2.1.13	Eligible bidders shall be evaluated based on the following formula:- $Sf = 100 X^{FM}/_{F}$ *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: P = the weight given

	to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - S = St x T % + Sf x P %.
2.1.14	The weights given to the Technical and Financial Proposals are: **T=_____ 0.80** **P=_____ 0.20**
2.1.15	Expected commencement date for the assignment is within 45 days after tender opening.

3. SECTION III: - 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 unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client)*

Ladies/Gentlemen:

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

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. EVALUATION CRITERIA

- **Right of Acceptance and Rejection:** Meru County Microfinance Corporation reserves the right to accept any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the Meru County Microfinance Corporation. Meru County Microfinance Corporation is not bound to accept your proposal.
  - **Vendor Selection**: It is the intent of the Meru County Microfinance Corporation to select only responsible and responsive bidder.
  - **Basis of Award**: An evaluation team will judge the merit of proposals received in accordance with the general criteria defined in this document. The following criteria will be taken into consideration when making evaluations of proposals.

The evaluation at this stage will be technical and financial evaluation.

All shortlisted companies will be subjected to preliminary evaluation and if successful, they will be subjected to technical and financial evaluation. **Bids that will not meet all the mandatory requirement will be declared non-responsive and will not be evaluated further.**

STAGE 1 PRELIMINARY EVALUATION

	REQUIREMENTS	STATUS
1	Copy of Valid Certificate of Incorporation / Registration	Mandatory
2	Valid Tax compliance Certificate	Mandatory
3	VAT/PIN certificate	Mandatory
4	Certified Audited Accounts for the last 3years	Mandatory
5	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Proposal Submission Form)	Mandatory
6	Litigation History	Must Declare
7	Declaration not to engage in corruption	Must declare
8	Memorandum and Articles of Association	Mandatory

Technical evaluation will carry total weight of 80% and 20% for Financial Evaluation.

The successful bidder will be subjected to further evaluation through presentation and site visit of their previous similar assignments.

NOTE: ONLY Technical proposals which score a minimum of 75 marks will be considered for financial evaluation

STAGE 2: TECHNICAL EVALUATION (RANKING STAGE)

The firm that fulfills all the mandatory requirements will be evaluated and ranked using the following criteria:-

	CRITERIA		**Maximum points**
1	**Specific experience of the firm** A) The firm should provide at least Five (5) reference sites where they have undertaken Strategic Planning and Implementation with a specific emphasis in facilitating development of strategic plan for financial institutions or Government agencies; Experience in Kenya microfinance Sector issues and organization. Bidders must attach copies of contracts for each assignment.	30	**40**
	B). In each of the assignment the firm should describe the nature of the assignment, the role of the firm in the similar Strategic Planning Assignment	10	
2	**Work plan and methodology** The firm should provide a logical, well-structured work plan consistent with the time frames and terms of reference of this RFP to demonstrate: ➢ Understanding/Conformity to the TOR of the Assignment. ➢ Technical Approach and Methodology including proposed concept design. ➢ Work plan. ➢ Organization and Team Composition.	15 10 5 10	**40**
3	**Personnel** Bidder should provide evidence of technical Training and Experience of Bidders staff; A). The bidder should provide CVs of all the Key technical staff who will be engaged in the assignment in format provided in the tender document. B). As evidence of relevant training bidders should attach copies of professional certificates of the Key Technical Staff in relevant areas of expertise	10 10	**20**
	Total scores		**100**
	Pass mark		**75**

A bid that does not meet the above minimum requirements will be disqualified from further evaluation regardless of the cost of their proposal.

3. 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.

<table>
<tr><td>Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td>Location within Country:</td><td colspan="2">Professional staff provided by your Firm/Entity (profiles):</td></tr>
<tr><td>Name of client:</td><td colspan="2">Client contact person for the assignment:</td></tr>
<tr><td>Address:</td><td colspan="2">No of staff-months; duration of assignment:</td></tr>
<tr><td>Start date (month/year):</td><td>Completion date (month/year):</td><td>Approx. value of the services/fees (Ksh): (Separately indicate implementation costs and ongoing operational/transaction costs where applicable)</td></tr>
<tr><td>Name of associated consultants. If any</td><td></td><td>No of-months of professional staff provided by associated consultants:</td></tr>
<tr><td colspan="3">Name of senior staff (project director/coordinator, Team leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of Project:</td></tr>
<tr><td colspan="3">Description of actual services provided by your staff:</td></tr>
</table>

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5

5. DETAILED DESCRIPTION OF THE PROPOSED SOLUTION

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

7. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Please note that only CV of staff with specific tasks in the project (as detailed in table in section 6 above) should be included and such members of the team MUST sign their CV. The client reserves the right to interview the staff on the contents of their CV. Any misleading information may lead to disqualification.

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 authorized representative of the firm*]

Full name of staff member: _____

Full name of authorized representative: _____

9. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

10. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

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
7. SCHEDULE OF PAYMENTS

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 split into a one-time implementation cost of Kshs (if applicable) and operational/transaction costs as follows (*indicate how any operational costs will be determined*) (_____) *[All Amounts should be indicated in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____*[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

1. SUMMARY OF COSTS

NOTE:

It is expected that project costs will largely be operational/transactional given the nature of the assignment. Bidders should therefore note the following when preparing their financial proposals:

1. Separately indicate any one time implementation costs where applicable
2. Full disclosure of the proposed operational/transaction costs and how these are computed. The bidder should also indicate any additional transaction fees payable to a third party service provider. Any such costs should be included in the proposal cost
3. Bidders should propose a costing model that provides best value to MCMC

Costs	Currency(ies)Ksh.	Amount(s)Ksh.
Subtotal Taxes Total Amount of Financial Proposal		_____

2. OPERATIONAL/ RECURRING COSTS

(Please indicate the applicable operational costs and how these are determined.)

3. BREAKDOWN OF IMPLEMENTATION COST PER ACTIVITY

Activity Number: _____	Description:_____
Price Component	Amount(s)
Remuneration Reimbursable Miscellaneous Expenses Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name:_____

No.	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				_____

6. 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				
	Grand Total				_____

7. SCHEDULE OF PAYMENTS

Item	Description	Amount
1	Payment upon signing of the contract and two weeks implementation on site	10%
2	Payment after presentation of final strategic plan document and user acceptance.	90%
	TOTAL	100%

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE CONSULTANCY TO DEVELOP A STRATEGIC PLAN FOR MERU COUNTY MICROFINANCE CORPORATION

1. Background

Meru County Microfinance Corporation (MCMC) is a semi-autonomous county Government Agency of the Meru County Government, established under the Meru County Microfinance Corporation Act of 2014.The Corporation offers its clients financial services in the area of microfinance. The Corporation provides tailored credit products to enterprises in the Micro, Small and Medium Enterprises (MSME) sector.

The overall goal is to improve income-generating opportunities for enhancing returns for its clients, who are mainly the members of MCMC. The long-term purpose is to establish an appropriate and efficient institution including Microfinance services and business skills development programmes that seek to address the entire value chain of the microfinance business in Meru and beyond. It is the long- term aim to provide these essential services in the most sustainable manner. Ultimately, the Corporation will seek licensing by the Central Bank of Kenya, to convert to a Deposit Taking Microfinance (DTM).

The corporation faces a growing clientele, riding on its competitive product offering through the group model and individual lending models, covering agriculture, service, general trade and supply sectors. It is the intention of the corporation to be the preferred provider of broad microfinance services, together with a vibrant offering in capacity building, business development services, market linkages and mentorship, in order to support the smooth rollout of the credit products. These products should be supported by a robust risk management framework, to ensure portfolio quality and compliance with the standard compliance requirements in the financial services sector.

2. Purpose

Being a new institution, MCMC desires to develop a strategic plan, to provide a strategic platform for rolling out its mandate. The consultancy will lead the corporation in a consultative and participatory planning process, whose outcome will be a 5-year strategic plan for the period 2016-2021.The consultancy will also deliver a clear performance monitoring and evaluation strategy, as well as a robust risk management framework.

3. Scope of Work

The scope of work for the Consultant will include but not be limited to:

a) Development of appropriate vision and mission for the corporation based on its core mandate
b) Undertake stakeholder mapping and analysis;
c) Undertake a situation analysis of MCMC operations to date;
d) Through a consultative process and application of an appropriate tool of analysis, identify key themes and develop strategic objectives and key result areas for the same;
e) Review the institutional capacity, organizational set-up, financial and administrative systems against the MCMC mandate and the identified strategic objectives and key result areas and make recommendations, if any;
f) Propose a strategy for achieving the strategic objectives and key results;
g) Develop a Results and Resources Framework for the plan period;
h) Hold stakeholder meeting(s) to validate the draft Strategic Plan;
i) Finalize Strategic plan and submit to MCMC

4. Deliverables

- A five-year strategic plan including a monitoring and evaluation strategy and a risk management strategy
- Report on the process including stakeholder consultations and workshops

5. Time Span

This assignment is expected to be carried out for a period of 30 man-days

6. Institutional Arrangements

The Consultant will report directly to the Chief Executive Officer
Of the Meru County Microfinance Corporation.

MCMC will provide relevant background documents necessary for the assignment Including, the Meru County Microfinance Corporation Act (2014),the Meru County Integrated Development Plan, the MCMC performance reports, MCMC organizational structure and other internal policy documents.

MCMC shall be responsible for the coordination of meetings and other activities under the Consultancy.

7. Expertise

a) Academic Qualifications

At least a master's degree in a relevant field in the area of finance and planning, public policy, development studies or economics and

b) Experience

- At least five years professional experience in strategic planning and management
- Prior working experience on microfinance and poverty reduction/economic empowerment issues is an added advantage
- Demonstrated experience in working with government partners and other stakeholders in public sector development programs especially in the area of MSME finance and policy

c) Skills and Competencies:

- Ability to work with minimal supervision;
- High level written and oral communications skills in English and Kiswahili;
- Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity;
- Demonstrate excellent interpersonal and professional skills in interacting with government and development partners;
- Skills in facilitation of stakeholder engagements/workshops;
- Evidence of having undertaken related assignments;
- Experience in research, policy development, management and related work.

SECTION VI: STANDARD FORMS OF CONTRACT

I. 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 authorized representative*_____

*[title]*_____

*[signature]*_____

*[date]*_____

For and on behalf of _____ *[name of consultant]*

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

*[title]*_____

*[signature]*_____

*[date]*_____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;

(d) "Foreign Currency" means any currency other than the Kenya Shilling;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of the Republic of Kenya;

(g) "Local Currency" means the Kenya Shilling;

(h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;

(i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;

(j) "Personnel" means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

(k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to unauthorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representative

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

Taxes

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of

the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less

than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts Etc

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, 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.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the property of the client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consult- - ant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel (a) except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c)The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set

forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in has submitted an invoice to the Client specifying the amount due.

6.5 Payment shall be made within thirty (30) days of receipt of invoices and the relevant documents specified in clause 6.4. 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.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.