



**COUNTY GOVERNMENT OF MOMBASA**

**TENDER NO CGM/PRO/T/010/2019-2020**

**REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR  
REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR  
MOMBASA COUNTY PUBLIC SERVICE BOARD**

**TENDER DOCUMENT**

**JANUARY 2020**

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## SECTION I: INVITATION TO TENDER

### **TENDER NO CGM/PRO/T/0102019-2020: REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**

- 1.1 The County government of Mombasa invites sealed tenders from eligible candidates for **REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**
- 1.2 Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Director Supply Chain Management during normal office working hours or the RFP document can be viewed and downloaded from [www.mombasa.go.ke](http://www.mombasa.go.ke) at no fee.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1000** in cash or bankers cheque payable to County government of Mombasa
- 1.5 Bidders are advised to regularly visit the County Government of Mombasa website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the County website as they become available.**
- 1.6 Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and addressed as follows

**TENDER NO.: CGM/PRO/T/010/2019-2020:**

**TENDER NAME: REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**

**“DO NOT OPEN BEFORE 1000 HOURS ON 12<sup>TH</sup> FEBRUARY 2020”**

Addressed:

THE COUNTY SECRETARY,  
COUNTY GOVERNMENT OF MOMBASA,  
P.O BOX 80133-80100, MOMBASA  
EMAIL: countysec@mombasa.go.ke

Completed tenders shall be placed in **Tender Box** located at the **County Assembly Hall ground floor next to the main office**. The tenders must be received or returned to the **Procurement office, 2nd floor County Assembly Hall, Treasury Square, Mombasa** to reach not later than **1000HRS on 12<sup>TH</sup> FEBRUARY 2020”**

Bulky tenders shall be submitted at the office of the **Director of Procurement & Supplies** located on the **2nd floor of County Assembly Building** **BEFORE 1000HRS EAST AFRICAN TIME, ON 12<sup>TH</sup> FEBRUARY 2020”**

- 1.8 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 1215Hrs in the Committee Room, County Assembly Hall first Floor or where directed by the County Secretary.
- 1.9 Canvassing or lobbying for the tender shall lead to automatic disqualification.

COUNTY SECRETARY,  
**COUNTY GOVERNMENT OF MOMBASA**

## SECTION II – INFORMATION TO CONSULTANTS (ITC)

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

### **2.1 Introduction**

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposals specified in the Appendix “ITC” 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 local conditions and take them into account while preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

## **2.2 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) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (iv) 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.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment.
- (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.

#### **2.4.1 Preparation of Financial Proposal**

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

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

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

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

#### **2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see 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 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 “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

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	(10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(40)
(iii) Qualifications and competence of the key staff for the assignment	(40)
(iv) Suitability to the transfer of Knowledge (Training)	<u>(10)</u>
<b>Total Points</b>	<b><u>100</u></b>

Each responsive proposal will be given a technical score (TS). 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 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

$Sf = 100 \times \frac{F_m}{F}$  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.

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

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

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

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

## **2.9 Negotiations**

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

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the

field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

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

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

## **2.10 Award of Contract**

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

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

- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## Appendix A: Information to Consultants

### Clause Reference

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1 The name of the Client is	The name of the Client: <b>County Government of Mombasa – Public Service Board</b>
2.1.1 The method of selection is:	<b>QUALITY AND COST BASED SELECTION</b>
2.1.2 Technical and Financial Proposals are requested:	Yes
2.1.3 The name, objectives, and description of the assignment are:	<p>Name of assignment: <b>REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD</b></p> <p><b>OBJECTIVE:</b> Review current strategic plan and undertake to develop for 2019-2023</p>
2.1.4 A pre-proposal conference will be held	NO
2.1.5 The name(s), address(es) and telephone numbers of the Client’s official(s) are:	<p><b>COUNTY SECRETARY</b>  <b>County Government of Mombasa</b>  P.O. Box 90400-80100  MOMBASA, KENYA.  Tel: +254-041-2311531  Fax: +254-0412311531  2nd Fl, Betting and Licensing Building, <b>Mombasa</b></p>
2.1.6 The Client will provide the following inputs:	<p><b>Information relating to the following;</b></p> <ul style="list-style-type: none"> <li>• Limited office accommodation and counterpart staff.</li> <li>• Local counterpart at Management level for duration of the contract to work together, learn from and support the</li> </ul>

	<p>Consultants;</p> <ul style="list-style-type: none"> <li>• A technical counterpart team will be established in order to facilitate inter-organizational coordination, knowledge transfer and capacity building for County staff and ensure long term planning capacity and effective monitoring of the Strategic Plan.</li> <li>• Information Counterpart personnel to work together, learn from and support the Consultants;</li> <li>• Information as well as support in obtaining relevant data;</li> </ul>
2.1.7 Bid Security	N/A
2.1.8 (i) The estimated number of professional staff months Required for the assignment is:	5 Professional staff as per ITC 2.1.17. However, the Consultant is free to add more professionals to accomplish the assignment within the stipulated time.
(ii) The minimum required experience of proposed professional staff is	This will be proposed by the Consultant but a guide is given as per 2.1.17 of ITC below
2.1.9 (i) Training is a specific component of this assignment:	<b>YES</b>
(ii) Additional information to be provided by the County:	N/A
2.1.10 Taxes:	Proposal should be inclusive of all taxes
2.1.11	
2.1.12	The number of copies to be submitted is: <b>One (1) Original and Two (2) Copies.</b>



<p>2.1.13 The proposal submission address is:</p>	<p>The Tenderer shall seal the tender documents comprising of the technical submissions and financial submissions in two separate inner envelopes, duly marking the envelopes “<b>technical submissions</b>” and “<b>financial submissions</b>”. The inner envelopes shall contain the address and name of the bidder to enable it to be returned unopened in case it is received/declared late. The inner envelopes shall be placed together in an outer sealed envelope or package.</p> <p>Only tenderers that obtain the minimum technical score to pass (80%) shall have their financial submissions opened.</p> <p>The tenderer shall submit one original and two copies.</p>
<p>Must be submitted no later than the following date and time:</p>	<p><b>BEFORE 1000HOURS ON 12<sup>TH</sup> FEBRUARY 2020.</b></p>
<p>2.1.15The address to send information to the Client is:</p>	<p>The County Secretary P.O Box 80133-80100, Mombasa Email: countysec@mombasa.go.ke Tel: +254-041-2311531 Fax: +254-0412311531</p>
<p>2.1.16The minimum technical score required to pass</p>	<p><b>80%</b></p>
<p><b>2.1.17</b></p>	<p>The tender prepared by the tenderers shall comprise of Technical submission <b>Envelope “A”</b> and Financial submission <b>Envelope “B”</b> which shall be put in two separate envelopes and the two envelopes shall be placed in one envelope/package.</p> <p><b>Only if the tender is responsive to the mandatory requirements and have attained the Pass mark in the technical evaluation will the Financial submission opened.</b></p> <p><b>After the deadline for submission of tenders, only technical submission will be opened on the date of tender opening. The County reserves the right to open both envelopes should the need arise but only those that pass technical will be considered for financial evaluation.</b></p>

## **Proposal Evaluation Process**

Evaluation of bids shall be done as follows:

Technical & Financial Proposal evaluation will be carried out.

Evaluations will follow a 3 step process:

- Step 1: Preliminary Evaluation
- Step 2: Technical Proposal Evaluation
- Step 3: Financial Proposal Evaluation

Proposals will be evaluated as follows:

- **Step 1:** Responsiveness to all mandatory requirements
- **Step 2:** Technical Proposal Evaluation: Proposals will be evaluated against the criteria set out below. Those bidder must score 80% in technical before opening the financial Bids (Envelope B)
- **Step 3:** Financial Proposal Evaluation:

### **Envelope A: Technical Evaluation**

#### **Step 1: Preliminary Evaluation**

The bid;

1. Shall have a table contents page clearly indicating Sections and Page Numbers (**Mandatory**).
2. Shall have pages in the whole document numbered in the correct sequence. In addition the whole submission shall be serialized numerically including all appendixes and attachments (**Mandatory**).
3. Shall be firmly bound and should not have any lose pages

**(Mandatory).**

4. Shall contain the following documents; clearly marked and arranged in the following order;

- i. Particulars of Tendering Company to include Company background/profile **(MANDATORY)**.
- ii. Valid and current Tax Compliance Certificate (newly registered firms must provide proof for exemption on Tax Compliance) **(MANDATORY)**.
- iii. Company Registration/ Incorporation Certificate **(MANDATORY)**.
- iv. Duly filled and signed Confidential Business Questionnaire **(Mandatory)**.
- v. Duly filled and signed Declaration Form **(Mandatory)**.
- vi. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge **(Mandatory)**.
- vii. Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender **(Mandatory)**.

Note: A bid that fails to comply with this requirement in item (vii) will lead to disqualification.

- viii. Experience in previous and/or on-going consultancies of similar nature and size for the last four or five years three years.

*Bidders **MUST** provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the consultancies undertaken to be considered.*

- ix. Details of Personnel, their qualifications, tasks to be assigned/carried and their CVs, Credentials and supporting documents.

**Failure to meet the above requirements shall lead to automatic disqualification.**

**Step 2: Technical Evaluation**

The following technical evaluation criteria shall be used to evaluate bids that pass the preliminary examination.

<b>Technical Evaluation Criteria</b>	<b>Allotted Maximum Score</b>
<p><b>1. Experience of the Consultant relevant to the assignment (25 points) including</b></p> <ul style="list-style-type: none"> <li>a) General experience in preparation of strategic plans and master plans. <i>Attach Reference and recommendation Letters and contact details from the clients (10 Points)</i></li> <li>b) Experience of in monitoring, evaluation in the county sector and or human resource management. <i>Attach Reference and recommendation Letters and contact details from the clients (10 points).</i></li> <li>c) Experience in stakeholder consultations in policy / Strategy. <i>Attach Reference and recommendation Letters and contact details from the clients (5 points).</i></li> </ul> <p><b>The firm should demonstrate ether as a firm or the individual consultants/staff have carried out similar assignments successfully. In case of the individual consultants, they should sign commitment to be available for the assignment</b></p>	<p><b>25</b></p>
<p><b>2. Adequacy of the proposed methodology</b></p>	<p><b>30</b></p>

	<p><b>and work plan in responding to the Terms of Reference, including the proposed capacity building and knowledge transfer plan:</b></p> <ul style="list-style-type: none"> <li>a. Demonstration of understanding of key issues to be addressed in successfully delivering the assignment <b>(10 points)</b></li> <li>b. Technical approach and methodology <b>(15 points)</b></li> <li>c. Project Implementation Plan, of which to include work programme and personnel schedule <b>(5points)</b></li> </ul> <p><b>Note 1:</b> In drafting their Technical Approach and Methodology bidders are expected to demonstrate their understanding of the background and context for the project, the key issues and challenges which will be faced in carrying out the assignment, and how they propose to address those challenges. Credit will be given for well thought through, comprehensive and innovative approaches.</p>	
	<p><b>3. Specified Key Personnel – professional staff qualifications and competence for the assignment (see 7.3 for details):</b></p> <ul style="list-style-type: none"> <li>i. Team Leader ( 15 points)</li> <li>ii. Strategist (5 points)</li> <li>iii. Human Resource Expert (5 points)</li> <li>iv. Legal Expert (5 points)</li> <li>v. IT Expert (5 points)</li> </ul> <p><b>Note 2:</b> The above sets out the expected expertise of the Specified Key Personnel. Bidders may wish to propose one Expert whose experience addresses two or more of the above areas of expertise. This must be clearly indicated to allow the relevant CV to</p>	<b>35</b>

be evaluated against all the pertinent areas of expertise. Bidders may also propose two complementary CVs for one position if they do not have personnel with the full range of expertise required for such position. Bidders may also propose associates to complement their expertise. *Attach Certificates and supporting documents of qualifications for each personnel for award of full marks*

<p><b>4. Comments to the TORs (5Points)</b></p> <p>Well thought suggestions on improving the Terms of Reference of the assignment</p>	<p><b>5</b></p>
<p><b>5. Suitability of knowledge transfer and training</b></p>	<p><b>5</b></p>

The minimum technical score, Ts, required to pass and proceed to Financial Proposal opening is: **80%**

**Step 3:** Financial Proposal Evaluation. The County will evaluate using market figures, their internal budget and negotiation.

## **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
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].

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 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: Your	Professional Staff provided by  Firm/Entity(profiles):
Name of Client: assignment.	Clients contact person for the
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:  of Professional  by Associated Consultants:	No of Months  Staff provided
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	

Description of Actual Services Provided by Your Staff:

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

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

---

On the Terms of Reference:

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

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

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

## **14. 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



**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 authorized representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_



## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal should list the costs associated with the assignment. These costs should cover remuneration for staff, services and equipment, printing of documents as applicable to this assignment.
- 4.2 The financial proposal shall be in Kenya Shillings and should be inclusive of taxes

## **SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

### **Table of Contents**

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of Price to Remuneration, Reimbursable	
4. Details of Miscellaneous Expenses	

# 1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the \_\_\_\_\_ sum \_\_\_\_\_ of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

: \_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
<b>Total Amount of Financial Proposal</b>		

## 3. DETAILED BREAKDOWN OF PRICE PER ACTIVITY

Activity _____	NO.:	Description: _____
Price Component	Amount(s)	
Remuneration		
Reimbursable		
Miscellaneous Expenses		
Taxes		
Total		

## 5. BREAKDOWN OF REMUNERATION PER ACTIVITY

<b>ACTIVITY</b>				
Position/ Experts	Proposed Name	Input in Man-days	Remuneration Rate	Amount (Kshs)
<b>Others</b>				
Support Staff 1				
Support Staff 2				
Support Staff 3				
			<b>Total</b>	

***NB** Bidders are free to modify or omit others as per their proposal of support staff*

## 6. BREAKDOWN OF REIMBURSABLE

Description	Unit	Quantity		Unit price	Total Amount
Air Travel - Foreign	Trip				
Air Travel - Local	Trip				
Road Travel	KMs				
Subsistence Allowance	Day				
Grand Total					

**7. . DETAILS OF MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_ Activity Name:  
 \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, fax, internet)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
	<b>Grand Total</b>				_____

## **SECTION V: - TERMS OF REFERENCE**

### **REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLAN 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**

---

#### **1. INTRODUCTION**

##### **1.1 Background**

The County Public Service Board is established under section 57 of the County Government Act No. 17 of 2012 which provide that it shall be a corporate body with perpetual succession, capable of suing and being sued in its corporate name. The Board started its operations precisely on 24<sup>th</sup> July 2013.

##### **1.2 Mandate of the Board**

The Mandate of the Board is provided for under section 59 of the County Government Act 2012 as indicated hereunder:-

- a) To establish and abolish offices in the County Public Service;
- b) To appoint persons to hold or act in those offices of the county public service including in boards of cities and urban centers within the county and to confirm such appointments;
- c) To promote in the county public service the values and principles referred to under articles 10 and 232 of the Constitution;
- d) To prepare regular reports for submissions to the County Assembly on execution of the functions of the Board;
- e) To evaluate and report to the County Assembly on the extent to which the values and principles referred to in articles 10 and 232 are complied with in the Public service;
- f) Advise the county government on human resource management and development;
- g) Advise county government on implementation and monitoring of the national Performance Management System within the County;
- h) Exercise disciplinary control over, and remove, persons holding or acting in those offices as provided for under this part;
- i) Facilitate the development of coherent, integrated human resource planning and budgeting for personnel emoluments in the Counties;
- j) Make Recommendations to the Salaries and Remuneration Commission, on behalf of County Government, on the remuneration, pension and gratuities for county public service employees;

- k) Inform and educate county public officers and the public about the values and principles;
- l) Recommend to the County Government effective measures to promote values and principles;
- m) Assist the County Government in the formulation and implementation of programs intended to inculcate in public officers the duty to uphold the values and principles;
- n) Advise the County Governments on their obligations under international treaties and conventions on good governance in the county public service;
- o) Visit any county public office or body with a view to assessing and inspecting the status of compliance with the values and principles.
- p) Investigate on its own initiative or upon a complaint made by any person or group of persons, the violation of any values and principles;
- q) Recommend to the relevant lawful authority, any necessary action in view of the violation of the values and principles by any person or public body;
- r) Cooperate with other institutions working in the field of good governance in the public service; and
- s) Perform any other functions as the Board considers necessary for the promotion of the values and principles.

The Capacity Assessment and Rationalization Report (CARPS) of 2015 confirmed that both the National and County Governments are exasperated by major problems and challenges in human resource management. These reviews highlighted institutional problems in HRM within the Public Service which includes:

- i. The size of the Public Service: The Public Service has continued to grow in size. This has placed enormous pressure on the institutions providing staff service;
- ii. Complexity: The responsibilities of the Public Service have grown in complexity and sophistication in line with social, economic and technological developments placing further strain on the management of the institutions;
- iii. Turbulence: The growing demands of the economy require that government departments keep up with constant change in both technology and policy; and changes brought by the new Constitution (Article 41) on Progressive Labour Laws; and
- iv. Structure: Organizational structures in the Public Service have not been re-structured. The pace of re-designing has been slow. An example cited is the constant reliance on referral hospitals to treat ordinary cases which would have been treated in local hospitals and clinics at the village.

It is now six years since the inception of devolved governance. The effects of inherited municipality era challenges are still being felt by the counties. It is in this background that the Board is induced to look deeply into the matter of wage bill vis-à-vis the impact of new recruits in the county service delivery.



## **2. OBJECTIVE OF THE ASSIGNMENT**

The Objective of the consultancy is to facilitate the preparation and documentation of a 5 year strategic plan (2019-2024) for Mombasa County Public Service Board (MCPSB). Specifically the assignment shall entail the review of the Board's strategies and the performance targets to ensure they are aligned to the Vision, Second Medium Term Plan and the current internal and external environment under which the Board is operating.

## **3. SCOPE OF WORK**

The following outlines the scope of work for the assignment: -

- a) Review of the previous strategic plan and other relevant documents and literature that are pertinent in informing the review process, (Strategic Plan, Performance Contract and Work Plans, Departmental Plan for Mombasa County Public Service Board).
- b) Identify the gaps that indicate implementation, partly implemented or not implemented
- c) To create awareness in the area of strategic management by running the identified stakeholders on key concepts of strategic management such as vision, mission, strategies among others.
- d) Hold consultants with the management of the Board to agree on the critical issues that require to be addressed by review.
- e) Prepare an inception report detailing the approach and methodology to be used in the review process. The report should be done in close consultation with review team and /or management and should include but not limited to;
  - Work plan for the review process,
  - Clear objectives of the review process including those for the workshop,
  - Workshop programme including schedule of activities,
  - List of participants-to be agreed with management,
  - Roles and responsibilities of all parties.
- f) Facilitation of a five days' workshop with management and selected stakeholders.

## **4. OUTPUT/DELIVERABLES**

The following outlines the key deliverables for the consulting assignment

- a) A brief overview of the organization
- b) Institutional review on the vision's, mission and fundamental statements such as the core values of the organization.
- c) A formative analysis of the organization-SWOT, PESTLE, stakeholder' analysis
- d) Conduct a situational analysis of the organization
- e) Strategic direction guided by the strategic issues, strategic and activities that affect Mombasa County Public Service Board.
- f) Implementation, monitoring, review and evaluation guidelines for the strategic plan.
- g) Annexes (implementation matrix, organization structure, and monitoring and evaluation process through benchmarking, monitoring and evaluation instrument).

All reports to be submitted shall be two (2) hard copies and a soft copy in a CD accompanied by editable versions of the same.

## **5. REPORTING AND COORDINATION OF THE ASSIGNMENT**

The consultant shall report to the CEO-MCPSB but shall work closely with the Communication and Public relation Officer and Review Team that will be appointed by the CEO.

## **6. DURATION AND TIME-FRAME**

The assignment is expected to be carried out Sixty (60) calendar days with allowance for stakeholders' workshop and retreat for the Board of Directors.

## **7. STAFF REQUIREMENTS**

The team leader must possess a master's in Business Administration, or institutional development with at least 5 years' experience in the area of strategic planning and development. Evidence of previous experience with coordinating/spearheading the development and implementation of strategic and /business plans is required. Other support / co consultant may be engaged by consultant as deemed necessary.

## **8. MANDATORY DOCUMENTS**

The consulting firm must attach the following key documents;

- a) Certificate of incorporation

- b) Company profile indicating previous related assignments
- c) Letters of recommendations/LPOs of at least 3 organizations worked with recently
- d) CVs of the team leader and co-consultants.

## **REQUIRED PERSONNEL SKILLS AND EXPERIENCE**

### **Team Leader**

- A Master's degree in Economics, Policy and or Strategy or associated course from a recognized University with a strong background on Strategy, Strategy plans and Master Plan preparations.
- Possess expertise in dealing with Human Resources.
- Knowledge and background in international legal affairs as is related to corporate and project finance.
- He or she must have at least 15 years of progressive experience
- Registered with relevant professional body
- At least 5 reference Contracting authorities for similar assignments including their dates and telephone numbers
- Proficiency and good command of English in both writing and presentation

### **Strategist**

- A bachelor's degree in Strategy from a recognized institution of higher learning, MBA with specialization on Strategy will be an added advantage
- Experience in preparation of strategic plans in environments similar to the County or in a developing country.
- At least five years progressive experience
- Be a member of a registered professional Body
- Proficiency and good command of English in both writing and presentation

### **Human Resource Expert**

- Bachelor's degree in Human resource management or Business/Economics or Management from a recognized university. Certification from Professional bodies will be an added advantage
- Experience in implementation and undertaking reviews leading to strategic plan preparations or similar projects and administrative work.

- At least five (5) years post qualification experience
- Membership in professional bodies
- Proficiency and good command of English in both writing and presentation

### **Legal expert**

- Bachelor's Degree in law from a recognized university,
- Advocate of the high court of Kenya and member of good standing with the Law Society of Kenya (LSK).
- General legal and audit advisory services.
- Skilled in drafting strategic plans, human resource management understanding and potentiality in developments of internal corporate policies.
- Member of professional registered bodies
- At least Ten (10) years post qualification experience

### **IT Expert**

- Bachelor's degree in information technology / informatics / Computer science or Business information systems from a recognized university. Certification from Professional bodies will be an added advantage.
- Experience in implementation of similar projects.
- At least Five (5) years post qualification experience
- Proficiency and good command of English in both writing and presentation

## SECTION VI: STANDARD FORM OF CONTRACT

### TIME -BASED PAYMENTS

### SAMPLE CONTRACT FOR CONSULTING SEVICES

### SMALL ASSIGNMENTS

### TIME-BASED PAYMENTS

### CONTRACT

This Agreement [hereinafter called “the Contract”) is entered into this \_\_\_\_\_  
[Insert starting date of assignment], by and between  
\_\_\_\_\_  
[Insert Client’s name] of [or whose registered office is situated at]  
\_\_\_\_\_[insert Client’s  
address](hereinafter called “the Client”) of the one part AND  
\_\_\_\_\_[Insert Consultant’s name] of/or whose  
registered office is situated at/\_\_\_\_\_[insert  
Consultant’s address](hereinafter called “the Consultant”) of the other part.

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

## 2. Term

The Consultant shall perform the Services during the period commencing \_\_\_\_\_ [Insert start date] and continuing through to \_\_\_\_\_ [Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing.

## 3. Payment

### A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

### B. Remuneration

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

### C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

### D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4

herebelow. If the Client has delayed payments beyond thirty (30) days after the 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.

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

**4. Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_  
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

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

C. Records and Accounts

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

**5. Performance Standard**

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

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or

confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

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

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

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

**9. Insurance**

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

**10. Assignment**

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

**11. Law Governing Contract and Language**

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

**12. Dispute Resolution**

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature; \_\_\_\_\_  
Date; \_\_\_\_\_

Full name \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature; \_\_\_\_\_  
Date; \_\_\_\_\_



## VII: STANDARD FORMS

### FORM OF TENDER

#### **TENDER NO. CGM/PRO/T/010/2019-2020– REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**

TO: \_\_\_\_\_ [Name of Employer) \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Employer]

of \_\_\_\_\_ [Address of Employer]

Witness; Name\_\_\_\_\_

Address\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

**FORM OF PERFORMANCE SECURITY**

**(To be filled by successful Tenderer Only)**

**TENDER NO. CGM/PRO/T/010/-2019/2020 – REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**

TO: County Government of Mombasa  
P. O. BOX 80133-80100  
M O M B A S A.

Dear Sir(s)

With reference to your Agreement with

---

**For the TENDER NO. CGM/PRO/010/2019-2020 REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE BOARD**

dated ..... and at their request we hereby undertake to hold at your disposal the sum of up to KShs

.....(in words) Only, which we shall pay to you

without any reference to, and in spite of any

contestation by the said Messrs.....

immediately on your demand being made to us in writing by ordinary or registered post or by hand at our offices, stating that Messrs

.....have not fulfilled the terms and conditions of their above mentioned contract and you claim payment under this Security.

Any claim under this Security should be received by us on or before the .....after which date our aforesaid Security shall cease and be of no effect and must be returned to us

Signed Sealed and Delivered by the said \_\_\_\_\_

In the presence of: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE - MANDATORY**

**TENDER NO.CGM/PRO/T/010/2019-2020 REQUEST FOR PROPOSALS –  
CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF  
STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE  
BOARD**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies to your type of business.

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

Part 1 – General

Business Name .....

Location of business premises; Country/Town.....

Plot No..... Street/Road .....

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

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: (State Currency)  
.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

\*Citizenship details .....

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....

**Part 2(c) – Registered Company:**

Private or public.....

State the nominal and issued capital of the Company-

Nominal (State Currency)  
.....

Issued (State Currency)  
.....

Give details of all directors as follows:

Name in full. Nationality. Citizenship Details\*. Shares.

1.  
.....

2.  
.....

3.  
.....

4.  
.....

**Part 2(d) – Interest in the Firm:**

Is there any person / persons in .....(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

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







## **UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

1. Each Tenderer must submit a statement, as part of the Tender documents, in the given format 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) Upon 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 procuring entity and/or the unsuccessful competitors in the tendering process.
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 COMMITMENT/ PLEDGE FORM**

**TENDER NO.CGM/PRO/T/010/2019-2020 REQUEST FOR PROPOSALS –  
CONSULTANCY SERVICES FOR REVIEW AND DEVELOPMENT OF  
STRATEGIC PLANS 2019-2023 FOR MOMBASA COUNTY PUBLIC SERVICE  
BOARD**

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 name.....

Tender No .....

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

Authorized Signature.....

Name and Title of Signatory.....

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

**SIGNED FOR ACCOUNTING OFFICER**

FORM RB 1

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the  
Public Procurement Administrative Review Board to review the whole/part of the above  
mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED

**Board Secretary**

