



COUNTY GOVERNMENT OF MOMBASA
MOMBASA COUNTY PUBLIC SERVICE BOARD

**REQUEST FOR PROPOSAL – CONSULTANCY SERVICES FOR THE PROPOSED
DEVELOPMENT OF AN INTEGRATED PERFORMANCE MANAGEMENT
FRAMEWORK FOR THE COUNTY GOVERNMENT OF MOMBASA**

TENDER NO. CGM/PRO/T/12/2020-2021

Client

**The Chief Executive Officer,
County Public Service Board
P. O. Box 80076-80100
Mombasa**

September, 2020

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	1
SECTION I: INVITATION TO BID	3
SECTION II: INFORMATION TO CONSULTANTS	6
Appendix A: Information to Consultants.....	15
SECTION III: - TECHNICAL PROPOSAL	<u>24</u>
SECTION IV: - FINANCIAL PROPOSAL	33
SUMMARY OF COSTS	38
SECTION V:	39
SECTION VI:	42
SECTION VII:	46

SECTION I: INVITATION TO TENDER

TENDER NO CGM/PRO/T/12/2020-2021

TENDER NAME: REQUEST FOR PROPOSAL – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE COUNTY GOVERNMENT OF MOMBASA

- 1.1 The County Government of Mombasa invites sealed tenders from eligible candidates for **REQUEST FOR PROPOSAL – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE COUNTY GOVERNMENT OF MOMBASA**
- 1.2 Tendering Process will be conducted through the National Competitive Bidding (NCB) procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020 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 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/12/2020-2021

TENDER NAME: REQUEST FOR PROPOSAL – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE COUNTY GOVERNMENT OF MOMBASA

“DO NOT OPEN BEFORE 1000 HOURS ON 2ND OCTOBER 2020”

Addressed to:

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 2ND OCTOBER 2020.**

Bulky tenders shall be submitted at the office of the **Director of Procurement & Supplies located on the 2nd 2ND OCTOBER 2020**

1.8 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 1215Hrs at the Finance Boardroom, County Assembly Hall second 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)

Table of Contents

	Page
2.1 Introduction:	6
2.2 Clarification and amendment of tender document:	7
2.3 Preparation of Technical Proposal:	7
2.4 Financial proposal:	9
2.5 Submission, Receipt and opening of tenders:	9
2.6 Tender evaluation general:	10
2.7 Evaluation of Technical Proposal:	10
2.8 Public opening and Evaluation of financial proposal:	11
2.9 Negotiations:	12
2.10 Award of Contract:	13
2.11 Confidentiality:	13
2.12 Corrupt or fraudulent practices:	14

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

	Points
(i) Specific experience of the consultant related to the assignment	(25)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(30)
(iii) Qualifications and competence of the key staff for the assignment	(35)
(iv) Comments on TORs	(5)
(v) Suitability of Knowledge transfer and training	(5)
Total Points	<u>100</u>

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 formula is indicated in the Appendix “ITC”, be as follows: -
$$Sf = 100 \times \frac{Fm}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*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: County Government of Mombasa – Public Service Board
2.1.1 The method of selection is:	QUALITY AND COST BASED SELECTION
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: REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR DEVELOPMENT OF AN INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE COUNTY GOVERNMENT OF MOMBASA</p> <p>OBJECTIVE: Development of an Integrated Performance Management Framework for the County Government of Mombasa</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>COUNTY SECRETARY County Government of Mombasa P.O. Box 80133-80100 MOMBASA, KENYA. Tel: +254-041-2311531 Fax: +254-041-2311531 2nd Flr, Betting and Licensing Building, Mombasa</p>
2.1.6 The Client will provide the following inputs:	<p>Information relating to the following;</p> <ul style="list-style-type: none"> • Limited office accommodation and counterpart staff. • Local counterpart at Management level for duration of the contract to work together, learn from and support the Consultants; • A technical counterpart team will be established in order to facilitate inter-organizational coordination, knowledge transfer

	<p>and capacity building for County staff and ensure long term planning capacity and effective monitoring of the Performance Framework.</p> <ul style="list-style-type: none"> • Information Counterpart personnel to work together, learn from and support the Consultants; • Information as well as support in obtaining relevant data; • Any documents and data that the Consultant may request for the policy documents, reports, data sheets etc.
2.1.7 (i) The estimated number of professional staff required for the assignment is:	5 Professional staff 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	<p>The Lead Consultant MUST have:</p> <p>(a) Master’s degree in Human Resource Management or Masters in Business Administration from a recognized institution of higher education;</p> <p>(b) At least 7 years’ experience in similar assignments.</p> <p>The Technical Team must have:</p> <p>(a) Bachelor’s degree in Social Sciences/Human Resource Management/Personnel Management/Business Administration or Management/Project Management.</p> <p>(b) Should have relevant skills and at least 3 years’ experience</p> <p>NOTE: Their CVs and copies of academic testimonials MUST be attached.</p>
2.1.8 (i) Training is a specific component of this assignment:	YES
(ii) Additional information to be provided by the County:	N/A
2.1.9 Taxes:	Proposal should be inclusive of all taxes
2.1.10	The number of copies to be submitted is: One (1) Original and Two (2) Copies.

<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 “technical submissions” and “financial submissions”. 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 (70%) 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>BEFORE 1000HOURS ON 2ND OCTOBER 2020.</p>
<p>2.1.15 The 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>2.1.16 The minimum technical score required to pass</p>	<p>70%</p>
<p>2.1.17</p>	<p>The tender prepared by the tenderers shall comprise of Technical Submission Envelope “A” and Financial Submission Envelope “B” which shall be put in two separate envelopes and the two envelopes shall be placed in one envelope/package.</p> <p>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.</p> <p>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.</p>

Proposal Evaluation Process

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 bidders must score 70% 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. Particulars of tendering company to include company background/profile (**MANDATORY**).
2. Valid and Current Tax Compliance Certificate (**MANDATORY**).
3. Company Registration/ Incorporation Certificate (**MANDATORY**).
4. Proof of Taxpayer Registration (PIN/VAT) (**MANDATORY**).
5. Valid Single Business Permit (**MANDATORY**).
6. Duly filled and signed Declaration Form on Participation in Public Procurement (**MANDATORY**)
7. Duly filled and signed Confidential Business Questionnaire

(MANDATORY)

8. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge **(MANDATORY)**
9. 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)**
10. Shall be firmly bound and should not have any loose pages **(MANDATORY)**
11. 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.

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

- ii Details of personnel that will carry out this assignment, their qualifications and experience (attaching their CVs, copies of their academic certificates and any other relevant testimonials).

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.

Technical Evaluation Criteria	Allotted Maximum Score
<p>1. Experience of the Consultant relevant to the assignment (25 points) including;</p> <ul style="list-style-type: none"> a) General experience in preparation of performance management policies, performance improvement and measurement tools and plans in the Kenyan Public Sector. <i>Attach Reference and recommendation Letters and contact details from the clients (15 Points)</i> b) Working experience in human resource management in the Kenyan public sector. Experience in Performance Management and talent management will be added advantage. <i>Attach Reference and recommendation Letters and contact details from the clients (5 points).</i> c) Experience in stakeholder consultations in policy/Strategy. <i>Attach Reference and recommendation Letters and contact details from the clients (5 points).</i> <p>The firm should demonstrate either 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</p>	25
<p>2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</p> <ul style="list-style-type: none"> a. Demonstration of understanding of key issues to be addressed in successfully delivering the assignment (10 points) b. Technical approach and methodology (15 points) c. Project Implementation Plan, of which to include work programme and personnel schedule (5points) 	30

	<p>Note 1: 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>3. Specified Key Personnel – professional staff qualifications and competence for the assignment (see 7.3 for details):</p> <ul style="list-style-type: none"> i. Team Leader (15 points) ii. Strategist (5 points) iii. Human Resource Expert (5 points) iv. Legal Expert (5 points) v. IT Expert (5 points) <p>Note 2: 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 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. <i>Attach Certificates and supporting documents of qualifications for each personnel for award of full marks</i></p>	<p>35</p>
	<p>4. Comments to the TORs (5Points)</p> <p>Well thought suggestions on improving the Terms of Reference of the assignment</p>	<p>5</p>
	<p>5. Suitability of knowledge transfer and training</p>	<p>5</p>
<p>The minimum technical score, Ts, required to pass and proceed to Financial Proposal opening is: <u>70%</u></p> <p><u>Step 3:</u> Financial Proposal Evaluation. The County will evaluate using market figures, their internal budget and negotiation.</p>		

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

Table of Contents	Page
Technical proposal submission form:	24
Firms references:	25
Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity:	26
Description of the methodology and work plan for performing the assignment:	27
Team composition and Task assignments:	28
Format of curriculum vitae (CV) for proposed Professional staff:	29
Time schedule for professional personnel:	31
Activity (work schedule):	32

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

Firm's Name: _____

Name of signatory: _____

Title: _____

Signature: _____

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

On the Terms of Reference:

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

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months in the form of a Bar Chart			
			1	2	3	No. of Months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a.) Field Investigation and Study Items

S/ No.	Activity (Work)	1st, 2nd, 3rd , etc. (are months from the start of the assignment)		
		1st	2nd	3rd
1.				
2.				
3.				
4.				
5.				
6.				
7.				

(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 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
Financial proposal submission Form:	35
Summary of costs:	36
Breakdown of Price to Remuneration per Activity:	37
Breakdown of Price to Reimbursables per Activity:	37
Details of Miscellaneous Expenses:	38

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 (Kshs.)	Amount(s) – Kshs.
Sub total		
Taxes		
Total amount of Financial Proposal		

3. DETAILED BREAKDOWN OF PRICE PER ACTIVITY

Activity No.	Activity Description	Remuneration	Reimbursable	Price Component
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

ACTIVITY NO. _____

ACTIVITY NAME: _____

Name of Regular Staff	Position	Input (Staff months, days or hours as appropriate)	Remuneration Rate	Amount (Kshs)
(i)				
(ii)				
(iii)				
(iv)				
(v)				
Name of Consultants				
(i)				
(ii)				
(iii)				
(iv)				
Grand Total				

5. BREAKDOWN OF REIMBURSABLE PER ACTIVITY

Activity No. _____

Activity Name: _____

Description	Unit	Quantity	Unit Price	Total Amount
Air Travel - Foreign	Trip			
Air Travel - Local	Trip			
Road Travel	Kms			
Rail Travel	Kms			
Subsistence Allowance	Day			
Grand Total				

6. 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.				
Grand Total					

SECTION V: - TERMS OF REFERENCE

REQUEST FOR PROPOSALS – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE COUNTY GOVERNMENT OF MOMBASA

1. INTRODUCTION

Section 59(1)(i) of the County Governments Act No.17 of 2012, gives County Public Service Boards the mandate to advise the County Governments on implementation and monitoring of the National Performance Management System in the counties. As part of its advisory role, the Mombasa County Public Service Board intends to develop a performance management framework customized to the needs of the County Government of Mombasa.

2. OBJECTIVE OF THE ASSIGNMENT

The objective of the consultancy is to facilitate the development of an integrated performance management framework and to train targeted clusters of county staff on its different components/support system. The framework will be aligned to county and national goals and performance management framework with the aim of facilitating the effective achievement of strategic objectives of the County Government of Mombasa.

3. SCOPE OF WORK

This should be a collaborative exercise involving sessions with members of the Mombasa County public service identified by the Chief Executive Officer, Mombasa County Public Service Board.

The work to be undertaken by the consultant includes but is not necessarily limited to following:

- a) Review of relevant documents and literature that are pertinent in informing the process;
- b) Conducting a comprehensive review of the existing performance management framework as well as its supporting plans, tools, policies and guidelines with a view to develop those that are missing and enhancing those that exist;
- c) Sharing the findings in a forum with county staff identified by Mombasa County Public Service Board;
- d) Joint action planning involving the consultant and relevant county staff;
- e) Developing a performance management framework and relevant policies, tools, plans and guidelines customized to the needs of county government of Mombasa;

- f) Developing a procedure for addressing employee performance that falls below expectations;
- g) Developing a comprehensive sensitization plan of county staff in line with their roles in the framework;
- h) Sensitization of at least three tiers of county staff on the performance management framework in collaboration with the relevant department.

4. OUTPUT/DELIVERABLES

The following outlines the key deliverables for the consulting assignment:

- a) Inception report within two weeks of contract signature;
- b) First progress report which will include the review of the existing performance framework and its supporting system, initial findings, issues and proposed actions;
- c) An integrated performance management Framework customized to the county needs;
- d) Guidelines, tools, plans and policy documents on performance management;
- e) Guidelines for staff performance improvement plan;
- f) A comprehensive sensitization plan for county staff in line with their roles in the framework;
- g) Sensitization of at least three tiers of county staff in collaboration with the relevant department and a report on the same.

All reports and manuals to be submitted shall be in 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 Chief Executive Officer, Mombasa County Public Service Board but work closely with the Director, Performance Management and World Class Operations.

6. DURATION AND TIME-FRAME

The assignment is expected to be carried out within four months.

7. REQUIREMENTS

a) Education

- i. The team leader must possess a Master's degree in Human Resource Management or Masters in Business Administration from a recognized institution of higher education;
- ii. Relevant professional certificates.

b) Work experience

- i. Knowledge about the performance management framework and system of the Kenyan Public Service;
- ii. Evidence of previous experience with coordinating/spearheading consultancies in the field of performance management;
- iii. At least five (5) years' experience in working in the field of Human Resource Management especially in Performance management;
- iv. At least five (5) years' experience in training/instructing and/or consulting on performance management;
- v. Proven track record in training diverse groups of audience, including mid-level to senior managers;
- vi. Experience in organizational change and development will be an added advantage.

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 three organizations worked with recently.
- d) CVs of the team leader and co-consultants.

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

- (i) 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 here below. 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

(ii)

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

Full name: _____
 Title: _____
 Signature: _____
 Date; _____

FOR THE CONSULTANT

Full name _____
 Title: _____
 Signature: _____
 Date: _____

SECTION VII: STANDARD FORMS

CONFIDENTIAL BUSINESS QUESTIONNAIRE - MANDATORY

**TENDER NO. CGM/PRO/T/12/2020-2021 – REQUEST FOR PROPOSAL –
CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN
INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE
COUNTY GOVERNMENT OF MOMBASA**

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)

DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT
(MANDATORY)

**TENDER NO. CGM/PRO/T/12/2020-2021 – REQUEST FOR PROPOSAL –
CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN
INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE
COUNTY GOVERNMENT OF MOMBASA**

Date: _____

To County Government of Mombasa

P. O. BOX 80133-80100

M O M B A S A.

The tenderer i.e. (name and address) _____

declare the following:

1. Has not been debarred from participating in public procurement.
2. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

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/12/2020-2021 – REQUEST FOR PROPOSAL –
CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF AN
INTEGRATED PERFORMANCE MANAGEMENT FRAMEWORK FOR THE
COUNTY GOVERNMENT OF MOMBASA**

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

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 of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary