



DEPARTMENT OF LAND, PLANNING AND HOUSING

REQUEST FOR PROPOSALS (RFP)

**CONSULTANCY SERVICES TO PREPARE GIS BASED MOMBASA COUNTY SPATIAL
PLAN 2020-2030**

TENDER NO. CGM/PRO/T/21-2020-2021

DECEMBER 2020

COUNTY GOVERNMENT P.O. BOX 81599-80100, MOMBASA

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SECTION I: INVITATION TO TENDER

Tender ref No. CGM/PRO/T/21-2020-2021

TENDER NAME: CONSULTANCY SERVICES TO PREPARE GIS BASED MOMBASA COUNTY SPATIAL PLAN 2020-2030

- 1.1 The County government of Mombasa invites sealed RFPs from eligible consultants qualified in land use and planning for **CONSULTANCY SERVICES TO PREPARE GIS BASED MOMBASA COUNTY SPATIAL PLAN 2020-2030**
- 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, 2020 and is open to all National 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 banker's 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/21-2020-2021

TENDER NAME: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO PREPARE GIS BASED MOMBASA COUNTY SPATIAL PLAN 2020-2030

“DO NOT OPEN BEFORE 1000 HOURS 7TH JANUARY 2021”

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 7TH JANUARY 2021.**

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 7TH JANUARY 2021.**

- 1.8 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 1015Hrs in the Finance Committee Room, County Assembly Hall 2nd 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

	Points
(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>
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 (S_f) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m 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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. 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.

SECTION III: APPENDIX INFORMATION TO CONSULTANTS

Paragraph reference	INSTRUCTIONS TO THE CONSULTANT
1.1	Name of the Client: County Government of Mombasa, Dept. of Lands, Planning, Housing and Urban Renewal, Mombasa County. Method of selection: Quality and Cost based selection (QCBS) in accordance with the Guidelines for Selection and Employment of Consultants by the Public Procurement and Asset Disposal Act 2015
1.2	Financial Proposal to be submitted together with Technical Proposal: NO Name of the assignment is: CONSULTANCY SERVICES TO PREPARE GIS BASED MOMBASA COUNTY SPATIAL PLAN 2020-2030
1.3	A pre-proposal conference will be held: NO
1.4	The Client will provide the following inputs and facilities: Project supervisor/coordinator to provide any information or data needed by the Consultant. A small working office within its premises and Internet
1.5	The Client envisages the need for continuity for downstream work: NO
1.6	Proposals must remain valid 120 days after the submission date.

1.7	<p>Clarifications may be requested and the request received not later than 7days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;">The Chief Officer Dept. of Lands, Planning, Housing and Urban renewal County Government of Mombasa P.O. Box 81599-30100 MOMBASA. KENYA</p>
1.8	Proposals shall be submitted in the following language: English
1.9	Lead Consultants may associate with other Qualified Consultants: Yes
1.10	The estimated number of professional staff-months required for the assignment is: 12 Months
1.12	Training is a specific component of this assignment: No
1.13	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes
	<p>If affirmative, the Client will:</p> <p>reimburse the Consultant for any such taxes paid by the Consultant: <i>No</i></p> <p><i>The Consultant shall be required to pay all local taxes as per the prevailing Government of Kenya regulations. These shall be included in the Consultant's financial proposal but shall be shown as separate amounts. However, the client will be exempted from paying Output VAT on the consultancy services</i></p>
1.14	Consultant to state local cost in the national currency: Yes.

2.5

The bidders shall submit Technical and Financial proposals of 2No. Hard copies of the Technical and Financial proposal, one original and the other copy to be received as indicated below;

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 7TH JANUARY 2021.**

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 7TH JANUARY 2021.

Envelopes should be enclosed as follows:

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 outer envelope/package.

Only tenders that are responsive to the mandatory requirements and have attained the pass mark of 75% in the technical evaluation shall have their financial submission opened.

After the deadline for submission of tenders, only technical submission will be opened on the date of tender opening.

2.7

ENVELOPE A: shall have the following Technical submission and shall be clearly marked “Envelope A – Technical Submission”. **Envelope A shall contain NO indication of the tender price or other financial information** of the bid and clearly arranged in the following order:

**EVALUATION CRITERIA FOR CONSULTANT
MANDATORY REQUIREMENT**

NO	REQUIREMENT	Y/N
M1	<ul style="list-style-type: none"> • Particulars of Tendering Company including the Company background, current statutory registration documents to include Registration/ Incorporation Certificate, Valid & Current County Single Business Permit, and a Valid & Current Tax Compliance or Tax Exempt Certificate from Revenue Authority (Mandatory). • Duly filled and signed Confidential Business Questionnaire (Mandatory). • Duly filled and signed Declaration Form (Mandatory). • Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge (Mandatory). • Experience in previous and/or on-going works similar in nature and size for the last five years. (Mandatory). <p><i>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 works provided to be considered.</i></p> <ul style="list-style-type: none"> • Qualifications and experience of the following technical personnel and their CVs and copies of certificates: (Mandatory). • Written undertaking in bidder's letter head that the staff and major equipment / plant proposed shall be available for the entire duration of the contract (Mandatory). 	

	<ul style="list-style-type: none"> • Certified copies of Audited Financial reports for the last three years i.e. 2017, 2018 and 2019. (Mandatory). • Written Undertaking that the tenderer shall abide by the negotiated rates to be arrived at after the time of contract award through averaging the rates of the lowest evaluated bidders, subject to prevailing market rates (Mandatory). 	
TECHNICAL EVALUATION CRITERIA		
NO	REQUIREMENT	MAX.

Technical evaluation

Pass mark shall be 75%, those who shall score less than 75% shall not proceed to financial evaluation.

		SCORE
1	<p><u>PROOF OF EXPERIENCE TO THE ASSIGNMENT</u></p> <p>(i) Prove of at least 5 similar assignments on spatial plan preparation. Provide evidence and give address details of clients for the County Government to do reference check if need be.</p> <p>(15 marks – 3 marks each)</p> <p>(Upload copies of LSO’s/Contract agreement or completion certificate), failure to attach will result to zero marks</p>	26

	<p>award</p> <p>(ii) Upload recommendation letters from at least 5 previous clients from public Institutions. (5 marks)</p> <p>(iii) Upload audited accounts for the last three years (2019, 2018 and 2017) (6 marks) [CA/CL₂≥1.8=3, Gearing ratios not more than 20% = 3 marks]</p>	
2	<p>WORK PLAN AND METHODOLOGY INLINE WITH THE TOR</p> <p>(i) Comments on the Terms of Reference (10 marks)</p> <p>(ii) List of requirements in terms of documentation that may be needed prior to the commencement of the contract other than what is specified in the TOR (5 marks)</p> <p>(iii) Methodology and schedule of the main activities of the assignment including delivery dates of Progress and delivery of the final Land Valuation report. (15 marks)</p> <p>iv) Detailed Work plan for undertaking the assignment (10 Marks)</p> <p>(v) Description of GIS Based County Spatial Plan Deliverables (7 marks)</p>	47
	<p>QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT (<i>Required personnel are outlined in the TORs</i>)</p>	27 Mark s
	<p>The minimum technical score required to pass is: 75 Points</p> <p>ENVELOPE B: Financial Submission should have the following</p> <ul style="list-style-type: none"> • Duly Filled and signed Tender Form 	

	<ul style="list-style-type: none">• Price Schedules and breakdown.	
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SECTION III - TERMS OF REFERENCE (TOR)

Notes on the Preparation of Terms of Reference

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- a. Background information
- b. Objectives of the assignment
- c. Scope of work or services of the assignment
- d. Training requirements (where applicable)
- e. Reporting systems and time schedules
- f. Personnel, facilities and other requirements to be provided by the procuring entity and (g) Terms of payment

(Specific TOR to be prepared by the procuring entity as appropriate)

SECTION IV: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR ENGAGEMENT IN CONSULTANCY SERVICES FOR SPATIAL PLANNING: MOMBASA COUNTY

1. BACKGROUND INFORMATION.

Mombasa County is one of the five counties along the Indian Ocean with a size of approximately 229.7 km². It is located on latitude -4.043740 and longitude 39. 658871. According to the 2019 Kenya Census, the county had a population of about 1.208 million. The county borders the county of Kilifi to the north and Kwale to the south. There are six sub counties in it. These include; Mvita, Jomvu, Changamwe, Kiasuni, Nyali and Likoni.

1.1 Objectives

The County Government Act, 2012 requires that all county governments prepare and implement GIS based County Spatial Development Plans. The County Spatial Development Plans are ten year plans that are implemented through annual budgetary allocations by the county governments.

The County Government of Mombasa desires to prepare a CSDP for the area of jurisdiction in order to fulfil the legal requirement but also to guide development of the County for the next 10 years.

The County Spatial Development Plan will fulfill the following general objectives:

- i. Ensure harmony between national, county and sub-county spatial planning requirements;
- ii. facilitate the development of a well-balanced system of settlements and ensure productive use of scarce land, water and other resources for economic, social, ecological and other functions across a county;
- iii. Maintain a viable system of green and open spaces for a functioning eco-system;
- iv. Harmonize the development of county communication system, infrastructure and related services;
- v. Develop urban and rural areas as integrated areas of economic and social activity;
- vi. provide the preconditions for integrating under-developed and marginalized areas to bring them to the level generally enjoyed by the rest of the county;
- vii. Protect the historical and cultural heritage, artifacts and sites within the county; and
- viii. Make reservations for public security and other critical national infrastructure and other utilities and services;
- ix. Work towards the achievement and maintenance of a tree cover of at least ten per cent of the land area of Kenya as provided in Article 69 of the Constitution

2. SPECIFIC OBJECTIVES

The specific objectives of the project are to:

- Provide an overall spatial framework for the county to guide development
- Interpret and localize strategic National and regional policies and strategies.
- Develop a GIS-based land information system to guide land administration and management
- Guide rural development and settlement.
- Provide a basis for efficient and effective delivery of infrastructure and services.
- To identify the vital natural resources within the county, analyze the level of utilization and propose innovative strategies to enhance their utilization and sustainable management
- Identify opportunities for job creation and employment
- Provide a framework for revitalizing industries, trade and commerce to spur economic development.
- Formulate strategies for improving transport and communication networks and linkages.
- Develop strategies to realize a system of urban centers for sustainable urban development
- Identify the regions' environmental concerns and propose protection and conservation measures

3. SCOPE OF WORK

3.1. Geographical Extent of the Planning Area

The County Spatial Development Plan will cover the entire area of Mombasa County consisting of the sub-counties of: Mvita, Jomvu, Changamwe, Kisauni, Nyali and Likoni. This is an approximate area of 229.7 square kilometers.

3.2. General Scope

The scope of this assignment shall include all the topographical mapping and cadastral data acquisition survey services outlined in this Terms of Reference (ToR) and the consultant is expected to prepare a work plan and methodology covering all the works in one plan. Reports and submissions of the results will be based on the following scope of services for this assignment:-

- i. Compiling and updating existing topographical maps, resulting in accurate up-to-date digital topographical maps of the county

- ii. Prepare update digital cadastral layers in digital format
- iii. Mapping of Key resource areas, market and urban centers in the county for purposes of resource inventory and planning.
- iv. Undertake Land Capacity Analysis.
- v. Conduct participatory planning exercises in the county as a key input for preparation of the plans
- vi. Prepare strategic urban plans (over specified period), showing current and proposed land use and infrastructure (e.g. transport, human settlement, agriculture, water, drainage, power, etc), environmental assets, densities, building form and heights
- vii. Provide framework for generating relevant short and medium plans for the implementation of the County Spatial Plan.
- viii. Carrying out analysis of human development or socio-economic status including community profiles, infrastructure and economic development etc.
- ix. Undertake land capacity analysis.
 - x. Formulating Institutional Organization measures to facilitate the implementation and Monitoring of the plans.
 - xi. Provide a Geographical Information Systems (GIS) platform incorporating spatial plans, resource inventories including:
 - xii. A database consisting of all the resources in Mombasa County.
 - xiii. A report detailing the procedures undertaken and how to update the database.
 - xiv. Web-maps linked to the county website for public consumption.
 - xv. Wall maps representing different themes as agreed with the client .
 - xvi. Build capacity within the staff for effective maintenance and management of the system.

3.3. Digital Topographic Mapping

This shall cover the entire Mombasa County which covers an area of 229.7 km².

3.3.1 Output of the Topographic Mapping

To maximize the value of the maps, it is necessary that data so generated be accurate enough to accommodate all planning needs. The maps will be used for spatial planning, infrastructure development, design and maintenance programmes. It will also be used as a base for Land Information Systems. Cadastral information/data shall be digitized to form digital parcel map for town land management, rating, and development control purposes. This will ensure a one-time investment that will need only updating in future.

Expected outputs include: Satellite imagery/aerial photography; Ground control points; Preliminary maps; Final digital maps

3.3.2 Activities

The mapping will comprise but not limited to the following:

- Collection of all existing data from the various sources
- Site visits to familiarize with sites and general direction on the scope of works.

- Linking the works with the already existing survey information as directed by the employer.
- Placing of acceptable permanent (monumented) and accurate ground control points for infrastructure planning and setting out base for controlling the imageries/photos and future surveys.
- Prepare and submit ground control survey data for approval by the Director of Surveys.
- Preparation of accurate digital topographical maps.
- To prepare a cadastral layer by digitizing existing cadastral information of all registered parcels of land.
- Training and transfer of technology to staff of the Ministry of Lands, Housing, and Urban Development.
- Carrying out digital mapping to cover the areas as delineated by the County Government. This defines the extent and the limits of the survey to be referred as the mapping boundary.

The consultant shall provide the following information:

- Digital map mapped on separated layers (levels to be indicated by the client) and down loaded in two CD- ROMs for the whole mapping area in a format to be advised by the employer. The data should be in both shape file and CAD format
- Digital Terrain Model (DTM) for the whole area.
- Detail topographical Maps (hard copies) at a scale 1: 2500 on a stable film with 2meter contour intervals indicating all the details including buildings, roads, and footpaths, that is manmade and physical features.
- Horizontal and vertical control data whose nature and position is fully described using photographs, and sketches.
- Adequate details to accommodate large scale maps for specific details.

3.3.3 Observation

- All main stations satellite image or photo points shall be coordinated in X, Y, Z by geodetic GPS observation or any other standard survey control method acceptable to the Client and capable of achieving geodetic accuracies to within 0.03meters within shortest period of time.
- All heights shall be related to Kenya national mapping datum in meters.

Base network shall be related to a minimum of three existing Survey of Kenya Triangulation stations whose UTM coordinates are known and accepted. Selection of these stations shall be agreed with the Client.

3.3.4 Survey Methods

The consultants will move with due care and diligence to execute the surveys. All controls must be tied to the national grid (UTM) and be in accordance with the Survey Act Cap 299, existing

engineering survey guidelines, non-title survey guidelines, and other existing survey regulations in Kenya. All digital spatial data should conform to the requirements of the Kenya National Spatial Data Infrastructure Framework (Survey of Kenya).

- The firm shall use techniques, equipment and materials, which are capable of achieving the accuracies and standards specified for the final products, provide the details of proposed equipment in his technical proposal.
- The firm shall deploy permanent staff experienced in the various tasks to be performed. Trainees shall not be employed.
- All horizontal controls have accuracy better than 1:25000.
- All vertical controls shall be tied to the national benchmarks. Errors in fly levels will not exceed 0.03 meters per kilometre.
- The survey data of the control points to be approved by the Director of Surveys.
- The Client shall be entitled to inspect the work in progress at any time.

4. DELIVERABLES/ EXPECTED OUTPUTS

The expected deliverables of the project are:

4.4 .1 Land Use Plan

- Indicating broad land uses, transportation connectivity, existing and proposed infrastructure facilities and areas of economic activities and to form a basis to present strategies, actions and measures.
- Assign land uses and describe policies and standards to regulate and guide the use of land in each category of land use. This will be done by applying various land use standards and principles to ensure harmony and equity.

4.4 .2 Transportation Strategy

Inter-county and intra-county transportation system that will:

- Maximize economic growth
- Emphasize connectivity and accessibility
- Ensure environmental sensitivity and sustainability
- Integrate land use and transportation planning efforts
- Increase viable, affordable travel choices for people and goods.
- Move people efficiently and cost-effectively among diverse destinations.
- Improve access for all people regardless of age, ability or income.
- Promote local economies without compromising other core values.
- Integrate non-motorized transportation designs into transportation solutions.

4.4.3 Urbanization Strategy

- Analysis of urbanization trends and patterns

- Propose appropriate system of urban centers
- Propose and assign roles and functions to the hierarchy of urban centers

4.4 .4 Rural Development Strategy

- Agriculture and land delivery
- Settlement patterns and trends
- Social services and infrastructure
- Alternative employment and income generation
- Environment and natural resources

4.4.5 Infrastructure and Services Development Strategy

- Distribution and adequacy
- Quality and projected needs and requirements
- Innovative policies and measures to enhance accessibility to and infrastructure and service provision

4.4.6 Environment Strategy

This strategy should focus on:

- Promotion of sustainable management and prudent use of natural resources
- Protection of environmentally fragile ecosystems
- strategic assessment of the environmental impact of the spatial development framework

4.4.7 Human Settlement Strategy

The focus of this strategy will be:

- Provision of adequate and decent housing in a sustainable environment.
- Promoting the integrated provision of environmental infrastructure: water, sanitation, drainage, hazardous and solid waste management
- polices on growth and distribution of population, land tenure and localization of productive activities to ensure orderly processes of urbanization and rational occupation of rural space
- Creation of better balanced communities, which blend different social groups, occupation, housing and amenities.
- Encouragement of diversity of human settlements reflecting cultural and aesthetic values
- Improving human settlement management

4.4.8 County Economic Development Strategy

- Suggest strategic drivers to spur the county economy
- Measures to facilitate the development of dynamic, competitive and sustainable economies in the countryside, tackling poverty in rural areas.
- Identification of sub-county comparative advantages for sustained growth and development.
- Identification of alternative sources of livelihoods in the rural areas
- Propose potential areas for enhanced agricultural production
- Promotion of tourism
- Provision of spaces for carrying out trade and commerce
- Propose alternative and viable economic activities to ease pressure in the fishing industry
- Value addition and industrial development

4.4.9 Implementation Strategy

- Preparation of the plan implementation matrix
- Identification of key stakeholders to undertake development proposals
- Develop a realistic budget line for undertaking each of the proposed activities
- Identification of stakeholders/partners to fund development proposals
- Preparation of a comprehensive and realistic timeframe to implement development proposals
- Preparation of a comprehensive framework for carrying out prioritized development projects and proposals
- Revenue raising strategies;
- Asset management strategies;
- Financial management strategies;
- Capital financing strategies;
- Operational financing strategies; and
- Strategies that would enhance cost-effectiveness.
-

4.4.10 GIS-Based Land Information System

- A geographic information system for cadastral and land-use mapping,
- Contain spatially referenced land related data for the area of Mombasa County and procedures and techniques for the systematic collection, update, processing and distribution of this data.
- Facilitate: creation, visualization, analysis, reporting and publication of land-based data such as parcel information, zoning, land use, ownership and general property information.

- Establish a user-friendly GIS lab complete with the hardware, software and training component for the users
- Base map

5. Methodology by the Consultant

The process will involve the collection, Interpretation, arrangement, combination and presentation of information in a user friendly form.

The actual method adopted in conducting survey for the CSDP must meet specified requirements and standards as specified in the Project Appraisal Documents.

The proposal should describe in detail the discrete activities, methods, and techniques to be used in each stage of the work, and include examples of the methods and techniques.

The consultant will include, but will not limit himself to the following points in the presentation of their method of approach.

- Provide an indication of the local professional expertise to be used in the exercise and how they will be deployed at each stage of the programme of work.
- Provide an indication of how information and insights will be gathered from various parties, particularly where there may initially be some reticence or reservation.
- Provide an indication of how the physical presence will be established in the County throughout the duration of the study and how the essential project support services will be provided (e.g., translation, communication local travel, local office facilities, etc.)
- Provide an indication, from the consultant's experience in developing countries and elsewhere, of what obstacles may be encountered that may impede the successful completion of this job and how the consultant will overcome these obstacles.
- Provide an indication of the type of assistance that may be sought from the county/national government County authorities and other stakeholders (e.g. Ministry at County/national government level and relevant third parties).
- Provide an indication of methodologies that ensure community participation and public awareness.
- All working sessions will be conducted in English or Kiswahili or a combination of both

6. DURATION OF SERVICES

The client will give priority to consultants that can deliver the results soonest but with accuracy and reliability. The time period required for the provision of the services is envisaged to be not more than twelve (12) months.

7. REPORTING REQUIREMENTS AND SCHEDULE

The consultant shall propose a schedule of activities and corresponding deployment of staff. This schedule, together with a comprehensive statement justifying the proposed deployment should be incorporated in the methodology section of the proposal.

A tentative schedule of deliverables is delineated below for guidance purposes. However in the detailed proposals the consultant should provide precise timelines to which only minimal adjustments will be permissible.

Reports	Target Date
1. Inception Report	4 weeks after contract effective date
2. Launch and situational analysis workshop reports (to be completed with and verified by the Client)	6 weeks after effective date
3. Preliminary Maps including the following <ul style="list-style-type: none"> • Satellite imagery/aerial photography that is geo-reference and rectified, in both hard and soft copy. • Ground control points, approved by director of Surveys. • Cadastral layer of the registered land parcels. • An inventory of all physical and social infrastructure 	12 weeks after effective date
4. Validation workshops report for (3) above (to be completed with and verified by the Client)	16 weeks after effective date
5. Interim Report with Final maps and thematic studies (refer to 3)	20 weeks after effective date
6. Draft CSDP Proposal including: <ul style="list-style-type: none"> (a) Structure Plan (b) Action Area Plans (c) Planning policies, regulation and design model (d) Implementation Plan 	28 weeks after effective date
7. Validation workshop report for the CSDP proposals (to be completed with and verified by the client)	36 weeks after effective date
8. Draft Final CSDP and Capital Investment Plan.	40 weeks after effective date
9. Coloured (hard copies and digital) for the final CSDP	44 weeks after effective date
10. Workshop report for final CSDP Plans and Capital Investment Plan (to be completed with and verified by the Client)	46 weeks after effective date
11. Final CSDP Plan and Capital Investment Plan Report Presenting the different plans mentioned above including the artistic impression model of the plan	52 weeks after effective date
12. Official launch of approved CSDP plan and Capital Investment Plan	52 weeks after effective date

The Final County Spatial Plan shall be submitted in 10 bound copies to the County.
All the reports/documents outlined below will be prepared in the English language

8. QUALIFICATIONS OF THE CONSULTANCY

S/NO	Profession	Number	Minimum Qualification	Duty	Marks
1.	Registered and Practicing Urban Planner/Team Leader	1	<ul style="list-style-type: none"> • Masters degree in urban planning with at least 10 years relevant professional experience in city planning • Knowledge of and working experience in the East African region. • Must be a registered and practicing town planner 	Team leader Overall coordination of project Preparation of CSDP plan	5
2.	Urban Planner	1	<ul style="list-style-type: none"> • Degree in urban planning with at least 7 years working experience in a city planning • Must be a registered and practicing town planner 	Assistant to the team leader	2
3.	Licensed Land Surveyor	1	<ul style="list-style-type: none"> • Licensed and practicing land surveyor; registered with relevant board. • A degree in land surveying and photogrammetry with at least 10 years relevant experience in digital mapping and GIS and land information systems 	Deputy Team leader and Head of mapping team, Provision of controls, cadastral layer preparation and verification, GIS.	2

4.	Land Surveyors	1	<ul style="list-style-type: none"> A degree in land surveying and photogrammetry with at least 7 years relevant experience in digital mapping and GIS and land information systems. 	Assistant to Licensed surveyor	2
5.	Digital Mapping Expert	1	<ul style="list-style-type: none"> Degree in land surveying and photogrammetry with at least seven (7) years relevant experience in digital mapping and GIS and Land Information System. 	Mapping, provision of controls, cadastral layer preparation and verification, GIS	2
6.	Environmental/Natural Resource Expert	1	<ul style="list-style-type: none"> Advanced degree in environmental planning and management with 7 years experience in urban development projects, natural resources planning and development (forestry, wildlife etc). 	Prepare environmental and natural resources plans	2
7.	Sociologist Community Development Specialist	1	<ul style="list-style-type: none"> Advanced degree in sociology or community development with 7 years experience 	Conduct social/cultural household survey. Organize public participation meeting.	2
8.	Infrastructure Engineer/Planner Specialist	1	<ul style="list-style-type: none"> Advanced degree in the built urban environment with 10 years relevant experience in a city. 	Prepare infrastructure capital investment plans	2

9.	Transport Engineer/Planner Specialist	1	<ul style="list-style-type: none"> Degree on transport engineering/planning with 10 years experience 	Prepare transport plans	2
10.	Architect/Urban Designer	1	<ul style="list-style-type: none"> Degree in architecture or urban design with 10 years experience 	Prepare urban design models	2
11.	Agriculture/Livestock Specialist	1	<ul style="list-style-type: none"> Degree in agriculture, livestock or range management with 7 years experience. 	Conduct farming and livestock survey	2
12.	Land Value/Economist	1	<ul style="list-style-type: none"> Degree in land development/valuation with 7 years experience 	Advise on valuation Roll and property rating.	2

To enhance staff skills for optimal and efficient operation and maintenance of the GIS Database, the consultant shall undertake, oversee and coordinate training of client's key professional staff for the purposes of capacity building, technology and knowledge transfer in the system.

The client will second staff to the project who shall receive training on the above.

The consultant shall facilitate and allow client's staff to participate and attend to production facility in their offices.

9. BUDGET

A comprehensive and functional competence of the consultant will be a major consideration in the valuation proposals. The consultant should submit a detailed breakdown quotation that complies with the County budget

10. PROJECT MANAGEMENT

The Department of Land, Housing and Urban Development will procure the services on behalf of the County government. It will coordinate, facilitate and supervise the consultants. The Ministry will also available any support material and documents for the project under its custody.

The Ministry will also provide overall policy framework and quality control during the strategic structure plan and map preparation process. It will also provide any support material and documents for the project under its custody.

11. IMPLEMENTATION FRAMEWORK/INSTITUTIONAL DELIVERY FRAMEWORK

The preparation and implementation of the project will require cooperation, collaboration and partnership between the Consultant, County Government and local community. The County Government of Mombasa will provide the necessary leadership to steer the process as the mandate falls within their domain. The consultant through the County Government of Mombasa will facilitate personnel for purposes of stakeholder sensitization, dispute resolutions and overall project supervision.

12. REPORTING REQUIREMENTS

The Consultants will report to the Chief Officer, Department of Lands, Physical Planning, Housing and Urban Development as the Client and principal contact for the consultancy from whom all necessary approvals will be obtained. However, a Reference Committee, comprising of representatives from within County Government of Mombasa will be constituted for consultation purposes, to which the Consultants will be required to make presentations/reports.

Any other stakeholders may be co-opted on to the committee as and when the need arises.

13. OBLIGATIONS OF THE COUNTY GOVERNMENT OF MOMBASA

1. Approve Reports / Deliverables
2. Undertake any other measures including providing additional advice and/or guidance to ensure the success of the program

14. ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANCY FIRM

1. The firm must provide its own work facilities, equipment, supplies and support staff to carry out the assignment and provide the services required.
2. To ensure that there is a high quality of service rendered
3. To liaise with the County Government of Mombasa on a regular basis in order to report progress.

15. ADMINISTRATIVE COSTS

The Consultant shall allow an administrative cost of 5% of the contract sum

16. PROJECT MANAGEMENT

The consultant will manage the project from inception to final stage.

16.1 THE DEPARTMENT OF LANDS, HOUSING & PHYSICAL PLANNING

The department will be involved in coordinating and preparation of the final inspection reports and provision of completion certificate, including approval and presentation for adoption by the county assembly via the recognized channels of approval and adoption.

16.2 OBLIGATION OF THE CONSULTANT

The consultant firm shall be responsible for provision of all equipment and services required for the fulfilment of obligations under the contract. The role of the consultant shall be as follows:

- As advisor and manager, the consultant shall undertake and manage all components of the survey and planning work.
- Prepare and deliver outputs pursuant to this terms of reference
- Strict adherence to stipulated time frames and approved budgets

17. TERMS AND CONDITIONS OF BID

Awarding of the proposal will be subject to the consultant express acceptance of the general contract conditions. The County government of Mombasa and the consultant shall sign a contract agreement upon appointment.

- The consultants shall commence the project after contract agreement is signed
- Any deviation from the project should be put in writing and signed by both the consultant and the county government.
- Payments will be on work completed basis
- The county government reserves the right to terminate the contract in the event there is a clear evidence of non-performance .

19. SCHEDULE OF PAYMENT

The payment shall be made on lump sum basis and is related with progress and satisfactory completion of tasks. The schedule of payment is envisaged to be in terms of percentage basis of total agreed consultancy fee as given under with payment being made in the currency of the Tender:

The lump sum for the contract shall be as stated in the signed Contract Agreement. The remuneration will be made according to the following Schedule of Payments:

Deliverable/Reports	Payment to be released	Percentage of Total Fee
1. Inception Report	On submission within 21 days	20%
2. Situational Analysis report	On submission	10%
3. Compiled Cadastral Data for AoI	On submission	10%
4. Topo-Cadastral Final Maps	On submission	10%
5. Final Report/plans	On submission	10%
6. Land information Management	On commissioning	40%
Total		100%

SECTION VI - TECHNICAL PROPOSAL (TP)
Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants. It shall contain the following:-

- a. Submission letter
- b. Particulars of the consultant including Curriculum vitae (CV)
- c. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- d. Description of the methodology and work plan for performing the assignment
- e. Any proposed staff to assist in the assignment
- f. Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

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*]:

Comments on TOR and Methodology

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.

FIRM'S REFERENCES

Relevant Services Carried Out in the 3 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 and contacts of Client: Address:		Clients contact person for the assignment.
Start Date (Month/Year):	Completion Date (Month/Year):	No of Staff-Months; Duration of Assignment:
Name of Associated Consultants. If any:		Approx. Value of Services (Kshs)
		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

Firm's authorized name and signatory: _____

Company's Seal

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ *Date;*

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Contact	Task

2. Support Staff

Name	Position	Contact	Task

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports / Due Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months

Reports Due: _____

Activities Duration: _____

Signature: _____ (Authorized representative)

Full Name: _____

Title: _____

Address: _____

ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

SECTION VI - FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

1. Submission letter indicating total fees
2. Summary of costs
3. Breakdown of fees per activity
4. Breakdown of reimbursable costs/expenses per activity
5. Miscellaneous expenses
6. Administration Cost (if any as stated in the terms of reference)
7. The financial proposal **MUST** include all taxes imposed to the consultant by the National and County Governments.
8. The consultant shall allow an administrative cost of 5 % of the contract sum.

(to be prepared by the consultant as appropriate)

_____ [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 and shall remain valid for a period of (.....) *[Validity period of the tender]* from the day of opening.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Total Amount of Financial Proposal		

3. DETAILED BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)

4. MISCELLANEOUS EXPENSES

Activity No. _____ **Activity Name:** _____

No.	Description	Unit	Quantity	Unit Price	Total Amount

SECTION VIII - STANDARD CONTRACT FORM

TIME -BASED PAYMENTS

SAMPLE CONTRACT FOR CONSULTING SERVICES 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. Reimbursables

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

(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

Any dispute arising out of this Contract which cannot be

Resolution

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; _____

Full name _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

FORM OF TENDER

To:

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)* in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10 percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of20

Date Tender No.

[name and address of procuring entity]

[signature]

Duly authorized to sign tender for an on behalf of

[in the capacity of]

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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.....

Date _____

To:

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.....

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*) ofdated 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