

REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF MOMBASA
P. O. BOX
MOMBASA**

TENDER NO: CGM/PRO/T/27/2020-2021

REQUEST FOR PROPOSAL

FOR

**RFP – CONSULTANCY SERVICES FOR THE PROPOSED
DEVELOPMENT OF THE COUNTY BLUE ECONOMY PLAN
(CBEP).**

December 2020

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SECTION I - LETTER OF INVITATION

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MOMBASA

RFP – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF THE COUNTY BLUE ECONOMY PLAN (CBEP).

XYZ

Date:

P.O.BOX

NAIROBI

The County Government of MOMBASA hereby wishes to engage a consultancy firm for provision of the above mentioned consultancy services.

Prices quoted should be Net Inclusive of All Taxes and Delivery Costs, must be expressed in Kenya shillings and shall remain valid for a **period of 120 days** from the closing date of the tender.

The bidders are required to submit one (1 No.) original and two (2 No.) copies of the bid document and each page of the bid submitted should be duly serialized/paginated, well bound and intact.

Completed tender documents, enclosed in plain sealed envelopes, marked with the tender number should be addressed to: -

**The County Secretary,
County Government of MOMBASA,
P.O. Box
MOMBASA**

and be deposited in the tender box provided at the, MOMBASA, so as to be received on or before **7th January 2021 at 10.00 A.M.**

Tenders will be opened immediately thereafter in the presence of the tenderer's representatives who choose to attend the opening at the County Assembly Building Second Floor, Mombasa at the junction of Nkurumah Road, Opposite Central Bank of Kenya, Mombasa Branch.

**HEAD, SUPPLY CHAIN MANAGEMENT.
FOR: COUNTY SECRETARY**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Procuring entity 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 Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Procuring entity intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. 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 in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Procuring entity 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 Procuring entity are not reimbursable as a direct cost of the assignment; and (ii) the Procuring entity 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.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs 1,000.00

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification 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 Procuring entity's address indicated in the Appendix "ITC". The Procuring entity 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 Procuring entity 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 addendum. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Procuring entity 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) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with the firm.
- (iv) Proposed professional staff must have a minimum experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Procuring entity.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, 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 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Procuring entity will make his best effort to complete negotiations within this period. If the Procuring entity 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) 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 procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 and establishment	(35)
(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	(30)
(iv) Suitability to the transfer of Technology Programme	

(Training)

(5)

Total Points

100

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC" clause 2.2.2.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Procuring entity 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 Procuring entity 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 be within 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, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring entity 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 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative 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.

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

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

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

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Procuring entity” 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 Procuring entity 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 Procuring entity 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 Procuring entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Procuring entity will require assurances that the experts will be actually available. The Procuring entity 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 Procuring entity and the selected firm will initial the agreed Contract. If negotiations fail, the Procuring entity 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 Procuring entity 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 to information to consultants

Notes on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

2.1.1 The name of the Client is:	County Government of MOMBASA
2.1.1 The method of selection is:	Quality and Cost Based Selection (QCBS)
2.1.2 Technical and Financial Proposals are requested:	Technical and Financial Proposals should be submitted in separate envelopes
2.2.1. Procuring entity's address	Purchaser's / duly authorized Purchasing Agent's address: Purchaser's address is: The County Secretary, County Government of MOMBASA, P.O.BOX 80133 – 80100, MOMBASA
2.4.5 Bid validity	120 days
2.5.2 Copies of bids required	Consultants must submit a 1 (one) Original and 2 (two) additional copies of each Technical and Financial proposal. Technical Proposals shall be sealed in separate envelopes and clearly marked "Technical Proposal". The financial proposals should be sealed separately and clearly marked "Financial Proposal" All the proposals should be in one envelope clearly marked the Tender Number without any indication of the name of the bidder. <ul style="list-style-type: none"> • Technical proposal – original and two copies • Financial proposal – original and two copies - financial proposal shall include: <ul style="list-style-type: none"> ▪ Price schedule, and ▪ Form of tender. <p>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</p>
2.5.3 The proposal submission address is:	Tender Box situated at County Assembly Hall Ground Floor next to the main office
2.5.4 Proposals must be submitted no later than the following date and	on or before 7th January 2021 at 10.00 am East African Time

time:	
2.7.1 Evaluation criteria	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>Evaluation and Comparison of Tenders</p> <p>The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</p> <p>Selection Process Quality Cost Based Selection</p> <p>STEP 1: Preliminary evaluation</p> <p>This will be an elimination stage which shall adopt <i>YES/No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> • Particulars of tendering company to include company background/profile (MANDATORY). • Valid and Current Tax Compliance Certificate (MANDATORY). • Company Registration/ Incorporation Certificate (MANDATORY). • Proof of Taxpayer Registration (PIN/VAT) (MANDATORY). • Valid Single Business Permit (MANDATORY). • Duly filled and signed Declaration Form on Participation in Public Procurement (MANDATORY). • Duly filled and signed Confidential Business Questionnaire (MANDATORY). • Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge (MANDATORY). • Shall be firmly bound and should not have any loose pages (MANDATORY). • 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). <p>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.</p>

STEP 2: Technical Evaluation

Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation

- **Technical Evaluation Shall be based as per the evaluation criteria provided on the Terms of Reference.**

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

STEP 3: Financial Evaluation

The financial submissions of the required services will be divided by the lowest bidder's financial quote to determine the financial score of each bidder using the formulae below:

Sf = 100 X FM/F where: Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights **(T=the weight given to the Technical Proposal as 70%: P = the weight given to the Financial Proposal as 30%)**

Combined Technical and Financial scores is: - S = St x T % + Sf x P %

The table below summarises the overall evaluation process and the proposed weighting of each stage.

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	70
STEP 3: Financial Evaluation	30
Combined Technical and Financial Score	100

2.8.1: The weights given to the Technical and Financial Proposals

Technical (T) = 0.7,
Financial (P)= 0.3,

2.8.2: Formulae for

Sf = 100 X FM/F where Sf is the financial score; Fm is the

determining the Financial Score (Sf)	<p>lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (<i>St</i>) and financial (<i>Sf</i>) scores using the weights (<i>T</i>=the weight given to the Technical Proposal: <i>P</i> = the weight given to the Financial Proposal</p> <p>Combined Technical and Financial scores is: :- $S = St \times T \% + Sf \times P \%$</p>
2.8.8: Price variation	Price variation is not allowed

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.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Procuring entity]

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-where applicable].

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 Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Procuring entity: person for the assignment.	Procuring entity's contact
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
Consultants:	No of Months of Professional Staff provided by Associated
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)

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

On the Terms of Reference:

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

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

- 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 authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar

Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Procuring entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for customer satisfaction survey 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	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration Reimbursables Miscellaneous Expenses Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V: - TERMS OF REFERENCE

Terms of Reference COUNTY BLUE ECONOMY PLAN

NATURE OF PROJECT: SERVICES

DUTY STATION: MOMBASA COUNTY

RESPONSIBLE TO: CHIEF OFFICER LIVESTOCK & FISHERIES and CHIEF OFFICER AGRICULTURE & CO-OPERATIVES

Background

The County Government of MOMBASA (CGM) adopted its County Blue Economy Investment Outlook in November 2018. The Outlook's goal is to **'Creating a Sustainable Blue Economy'**.

The success of the Investment Outlook Paper is hinged on effective policy development, implementation, monitoring and evaluation. The policy space includes the application of market-enabling measures, sustainability protocols associated with agriculture and marine ecosystems production, agri-business development, private sector development and socio-economic development as a part of an integrated physical planning development policy. The Investment Outlook calls for effective policy coordination that require strengthening, as do systems aimed at the development of more formal platforms to facilitate regular horizontal policy dialogues within the public service and across private sector. Other challenges that the Blueprint seeks to overcome include the lack of capacity in policy development, lack of data and the elongated time in the policy execution process.

Therefore, the CGM has established the **MOMBASA Investment Corporation (MIC)** as a County Corporation that seeks to among other functions prepare and formulate a comprehensive **COUNTY BLUE ECONOMY PLAN (CBEP)** by February 2021. This plan will inform the County's implementation of the CIDP 2018-2022 and the **Kenya Marine Fisheries Social Economic Development**. In this regard, the County Government of MOMBASA is seeking the services of the consultants and technical assistants to formulate **COUNTY BLUE ECONOMY PLAN (CBEP)**.

Purpose of the COUNTY BLUE ECONOMY PLAN (CBEP)

The County Government of Mombasa as a part of its development plan of its six (6) sub counties, plans to develop the "Mombasa Blue Economy Plan" as a model of sub national government in Africa. Through the Blue Economy Investment Outlook Paper, approved by the County Assembly of MOMBASA in 2018, the County Government of MOMBASA seeks to serve present and future generations as a part of its adaptive and long-term development approach.

Scope of Work

The objective of the service provider is to formulate a technically, economically feasible and socially/environmentally sustainable **County Blue Economy Plan (CBEP)**. This plan seeks to provide sufficient details for its implementation, including policy frameworks, for other areas of the Blue Economy Investment Outlook. The Service provider will be based within the Office of the County Executive Committee Member of the Department of Agriculture, Livestock, Fisheries and Cooperatives and will report to the Chief Officer, Livestock, and Fisheries and Chief Officer Agriculture and Cooperatives or their designate. The service provider will undertake the following key tasks:

- Determine how the County Spatial plan design should inform the design of the CBEP and the Integrated Strategic Urban Development Plan (ISUDP), and be refined in light of new survey information, a review of previous and ongoing studies, committed locators/partners, and phasing of development; and,
- What growth planning assumptions would be needed in order to drive the planned land mix and use (i.e. agri and mari cultural, residential, industrial, commercial, etc.), and, whether they seem reasonable in light of the current market.

These tasks will include the following specific tasks:

1. A clear description leading to the development of a framework that helps to define & clarify the government policy or intervention structuring land re-adjustment toward sectors which will enhance or that have the prospects for agro and marine economic growth in Mombasa county. They include but not limited to:
 - a. Agri and marine business
 - b. Leisure
 - c. Manufacturing
 - d. Residential
2. Outline the basic theoretical foundation of land re-adjustment policy (whilst considering the context of a county – geographical space and political jurisdiction) and the sectoral perspectives that could lead the process of structural change in MOMBASA County;
3. Develop the conceptual outline to support a thinking-framework for the fundamental political constraints that have impeded agricultural and marine ecosystems, productivity and profitability, economic development and progress in the County;
4. Develop a concept outline for aforementioned policy framework and how it is placed and contributes in the development of the County Sessional Paper
5. Develop an application framework for the local economic development (LED) concept - a comprehensive framework of initiatives and actions that respond to the need to integrate the economic, social, political and institutional dimensions of development at the local level to strengthen the empowerment, of governance and of service provision to improve local economic development;
6. Sketch out a policy reform framework for agricultural and marine

transformation with regards to establishing an enabling environment for food, health, leisure, energy, skills transfer, trade and commerce – legal and regulatory regime set-up, institutional development as well monitoring and evaluation;

7. Develop the conceptual framework to guide and steer policy development on agricultural transformation – land regulatory environment reform; tax/fees administration; public-private policy and dialogue processes;
8. Definitions, policies and strategies needed for the structural change required - the shift of resources from low productivity to high productivity areas/sectors as the primary or rather the key drivers of economic growth;
9. A policy framework to guide development of policies by the Mombasa County Government in the overall effort to shape and to guide development planning and sectoral allocation of the county's economy with a focus on agricultural productivity, land re-adjustment and physical planning development;
10. Develop the governance framework and a capability structure to support the development and implementation of agricultural and marine ecosystems productivity, co-operative land readjustment and physical planning policy;
11. Design a framework that systematically promotes learning about geographical branding opportunities and explores how to seize them; how to strengthen the county's operational capabilities towards agricultural farmlands, marine ecosystems, land re-adjustment and physical planning development;
12. Develop recommendations-pointer plan on policy, legal, institutional and structural changes in relation to agricultural productivity, marine ecosystems, and land readjustment policy to support Mombasa County in the realization of the objectives of the Outlook and the ultimate outcome of transformed and dignified lives;

The service provider will deliver the following outputs:

1. The Blue Index

- a. An outline of the basis of the agricultural and marine sector as an aggregator of socio-economic (environment, health, trade, physical planning) transformation of Mombasa County. This will form the basis of the agricultural reform and its contribution to the development of the Plan, such as
 - i. Identifying the conditions under which agricultural and marine growth can contribute to overall economic growth of the County and support structural transformation for a modern, high value-added economy;
 - ii. Highlight how agricultural and marine productivity can be raised at the level of households, farms and farming communities.
 - iii. Pinpointing the potential area of modernizing agriculture, livestock and fisheries such as mechanization, technology, irrigation can be exploited to revamp the sector.
- b. Sketch out the conceptual framework including principles of

transforming agriculture, livestock and fisheries and the food-marketing system in Mombasa County. These can include but not limited to: -

- i. valuing the smallholder farmer
 - ii. development of the cottage and micro-enterprise
 - iii. integrating technology, and empowering youth and women
 - iv. developing and creating a thriving 'farm to table' economy
 - v. environmental protection
- c. Summarize the structural understanding of the agricultural and marine sector for policy development and as an approach to socio-economic development.
 - d. Identify the critical agricultural value chains within the county that can bring system change and improve wellbeing of the citizens;
 - e. Develop an aggregation framework for the application of the markets approach to revamp and develop the agricultural and mariculture sector.

2. The BE Implementation Framework

- a. A logical well-thought implementation plan as well as an investment plan
- b. An outline of the policy and structural imperatives of agricultural transformation with particular attention to alterations and changes in the sectors that relate to the agricultural and marine ecosystem such as Health, Social Development, Trade and Physical Planning,

3. The BE Monitoring & Evaluation Framework

- a. An outline of the results framework, integrated (Health, Trade, Physical Planning) policy, institutional changes and development, to support the identified interventions within the agricultural sector
- b. A framework for accelerating agricultural and mariculture efficiency through development of the identified commodities through the entire value chain - from inputs supplies, to agro-dealers, to extension services, to marketing, to finance and credit access etc.

Required Experience and Qualifications

1. A consortium of post graduate holders in Agricultural Economics, International Business Administration, Community Development, Public Policy Management, Economics, Rural-Urban Development or other relevant discipline.
2. Extensive experience in the design, development and implementation of public policies, product branding and marketing.
3. Experience in the employment of principles and concepts of economics to learn more about the supply and demand of goods and services in the agricultural sector.
4. Experience and expertise in analysis of production, consumption, and distribution.
5. Prior experience and practice in the areas of expertise of crop and

- livestock sciences, agribusiness, rural-urban development, or marketing systems.
6. Experience in the development of policy instruments, technology design and data collection and analysis.
 7. At least 7 years' experience in the area practice area of agricultural policy management
 8. Understanding of decentralization and in particular Kenya's devolved system of government
 9. Experience in planning and coordinating capacity building programs would be an asset.
 10. Strong presentation, facilitation and report writing skills.

EVALUATION CRITERIA

S/No.	TECHNICAL EVALUATION	Total Marks
1	List of (3) Clients (Government Ministries, County Governments, State Corporations, NGOs etc) in the last five (5) years (4 marks each). Attach Documentary Evidence (Contracts, LSO or Completion letter/Reports)	20
2	5 dully filled, Signed and Stamped client reference forms (To be signed by client). Client Reference Form Rating: <ul style="list-style-type: none"> • Excellent (3 marks each) • Good (2 mark each) • Average (1 marks) • Poor (0 marks) 	15
3	Methodology and Work Plan for undertaking the scope of work: <ul style="list-style-type: none"> • The Consultant must illustrate the methodology and work plan (with appropriate Timelines) that will be used to carry out the assignments as described in the scope of service: • Methodology: Adequacy in responding to the Terms of Reference (20Mks) • Work plan: With clear timelines and which is within the duration of the assignment (10Mks) 	30
4	Audited Financial Statements for the last three years:	5
5	Professional qualifications and experience of the Project Manager	10
	Post Graduate Degree in Agricultural Economics, Public Policy Management, Economics, Rural-Urban Development or other relevant discipline At least 10 years' experience in the	

		practice area of agricultural, fisheries, livestock and co-operatives policy management	
	Consultant	At least 7 years' experience in the practice area of community development and policy change management	5
	Consultant	At least 7 years' experience in the practice area of agri-business and, international business, food, beverage and hospitality policy management	5
	Consultant	At least 7 years' experience in the practice area of marketing and, international business, public relations and media management	5
7	Clear description of undertaking transfer of knowledge (Training)		5
	Total		100

ANNEX: STANDARD DOCUMENTS

CONTRACT FOR CONSULTING SERVICES

**SMALL ASSIGNMENTS
LUMP-SUM 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 personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting 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 _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant 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 due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

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 and 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 sub-contract any portion of it 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 the 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

CONSULTANT

FOR THE

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I- General	
Business Name
Location of business premises.....
Plot No.	Street/Road.....
Postal Address.....	Tel. No.....
Nature of business.....
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....
Name of your bankers.....	Branch

<input type="checkbox"/>	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>																								
<input type="checkbox"/>	<p align="center">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Nationality</th> <th style="text-align: center;">Citizenship Details</th> <th style="text-align: center;">Shares</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares								
Name	Nationality	Citizenship Details	Shares																						
.....																						
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<input type="checkbox"/>	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal K£.....</p> <p style="padding-left: 20px;">Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Nationality</th> <th style="text-align: center;">Citizenship Details</th> <th style="text-align: center;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. 1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. 1.	2.	3.	4.	5.
Name	Nationality	Citizenship Details	Shares																						
1. 1.																						
2.																						
3.																						
4.																						
5.																						
<p>DateSignature of Candidate.....</p>																									

*if Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT (MANDATORY)
TENDER NO. CGM/PRO/T/27/2020-2021 – REQUEST FOR PROPOSAL – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF COUNTY BLUE ECONOMY PLAN (CBEP)

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/27/2020-2021 – REQUEST FOR PROPOSAL – CONSULTANCY SERVICES FOR THE PROPOSED DEVELOPMENT OF COUNTY BLUE ECONOMY PLAN (CBEP)

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 SD1

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

FORM SD2

**SELF DECLARATION FORMS (r 62)
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE
IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)
Bidder's Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [*name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these presents that WE
..... of having our registered office at
..... (hereinafter called "the Bank/Insurance Company"), are bound unto
..... [*name of Procuring entity*] (hereinafter called "the Procuring entity") in
the sum of for which payment well and truly to be made to the
said Procuring entity, the Bank/Insurance Company binds itself, its successors, and
assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this _____

day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the authorized representative of the bank/insurance company*].....
Seal