



# **COUNTY GOVERNMENT OF MOMBASA**

## **PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF MOMBASA COUNTY PLANNING AND POLICY DOCUMENTS (FRAMEWORK AGREEMENT) FOR FY 2020/2021-2021/2022**

### ***FRAMEWORK CONTRACT FOR FY 2020/2021-2021/2022***

**TENDER NO. CGM/PRO/T/20-2020-2021**

**DECEMBER 2020**

**COUNTY GOVERNMENT OF MOMBASA**

**P.O. BOX 81599-80100, MOMBASA**

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## SECTION I: INVITATION TO TENDER

**Tender No. CGM/PRO/T/20-2020-2021**

**TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF MOMBASA COUNTY PLANNING AND POLICY DOCUMENTS (FRAMEWORK AGREEMENT) FOR FY 2020/2021-2021/2022**

- 1.1 The County government of Mombasa invites sealed tenders from eligible consultants qualified in surveying for **PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF MOMBASA COUNTY PLANNING AND POLICY DOCUMENTS (FRAMEWORK AGREEMENT) FOR FY 2020/2021-2021/2022**
- 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](http://www.mombasa.go.ke) at no fee.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1000** in cash or 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/20-2020-2021:**

**TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF MOMBASA COUNTY PLANNING AND POLICY DOCUMENTS (FRAMEWORK AGREEMENT) FOR FY 2020/2021-2021/2022**

**“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

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## **SECTION II- INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

- 2.1.1 The County Government of Mombasa, Department of Lands, Planning and Housing will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate 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.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

### **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any

request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual consultants invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **2.3 Preparation of proposals**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particulars attention to the following:
  - a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
  - b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
  - c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- a) The individual consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- c) A description of the methodology and work plan for performing the proposed assignment.
- d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information

## **2.4 Financial Proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

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

2.5.1 Completed tender documents should be deposited or submitted as directed in the invitation to tender.

2.5.2 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to

correct errors made by the individual consultants. Any such corrections must be initialled by the individual consultant.

- 2.5.3 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

## **2.6 Evaluation of the Proposal (General)**

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposals**

- 2.7.1 The evaluation committee appointed by the Accounting Officer to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the technical evaluation criteria in this document.
- 2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

## 2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal.

2.8.2 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f$$

Where

Sf is the financial score

Fm is the lowest fees quoted and F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants' proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S is the total combined scores of technical and financial scores

St is the technical score Sf is the financial score

T is the weight given to the technical proposal and P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract

## SECTION III: TENDER DATA SHEET

### MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANTS

Paragraph reference	INSTRUCTIONS TO THE CONSULTANT
1.1	Name of the Client: <b>County Government of Mombasa, Dept. of Lands, Planning, Housing and Urban Renewal, Mombasa County.</b> Method of selection: <b>Quality and Cost based selection (QCBS)</b> 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: <b>NO</b>  Name of the assignment is: <b>PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF MOMBASA COUNTY PLANNING AND POLICY DOCUMENTS (FRAMEWORK AGREEMENT) FOR FY 2020/2021-2021/2022</b>
1.3	A pre-proposal conference will be held: <b>NO</b>
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: <b>NO</b>
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;"><b>The Chief Officer</b>  <b>Dept. of Lands, Planning, Housing and Urban renewal</b>  <b>County Government of Mombasa</b>  <b>P.O. Box 81599-30100</b>  <b>MOMBASA.</b>  <b>KENYA</b></p>
1.8	Proposals shall be submitted in the following language: <b>English</b>
1.9	Lead Consultants may associate with other Qualified Consultants: <b>Yes</b>
1.10	The estimated number of professional staff-months required for the assignment is: <b>12 Months</b>
1.12	Training is a specific component of this assignment: <b>No</b>
1.13	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes</b>
	<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: <b>Yes.</b>

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 detailed 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"> <li>• Particulars of Tendering Company including the Company background, current statutory registration documents to include Registration/ Incorporation Certificate, Valid &amp; Current County Single Business Permit, and a Valid &amp; Current Tax Compliance or Tax Exempt Certificate from Revenue Authority <b>(Mandatory)</b>.</li> <li>• Duly filled and signed Confidential Business Questionnaire <b>(Mandatory)</b>.</li> <li>• Duly filled and signed Declaration Form <b>(Mandatory)</b>.</li> <li>• Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge <b>(Mandatory)</b>.</li> <li>• Experience in previous and/or on-going works similar in nature and size for the last five years. <b>(Mandatory)</b>.</li> </ul> <p><i>Bidders <b>MUST</b> 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"> <li>• Qualifications and experience of the following technical personnel and their CVs and copies of certificates: <b>(Mandatory)</b>.</li> <li>• 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 <b>(Mandatory)</b>.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Certified copies of Audited Financial reports for the last three years i.e. 2017, 2018 and 2019. <b>(Mandatory)</b>.</li> <li>• 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 <b>(Mandatory)</b>.</li> </ul>	
TECHNICAL EVALUATION CRITERIA		
NO	REQUIREMENT	MAX.

		<b>SCORE</b>
<b>1</b>	<p><b>PROOF OF EXPERIENCE TO THE ASSIGNMENT</b></p> <hr/> <p>(i) Prove of at least 5 similar assignments for consultancy services for preparation of policy plans, strategic plans, and feasibility studies. Provide evidence and give address details of clients for the County Government to do reference check if need be <b>(15 marks)</b>.</p> <p><b>(Upload copies of LSO's/Contract agreement or completion certificate), failure to attach will result to zero marks award</b></p> <p>(ii) Upload recommendation letters from at least 5 previous clients from public Institutions. <b>(10marks)</b></p> <p>(iii) Upload audited accounts for the last three years (2019, 2018 and 2017) (6 marks) [CA/CL<math>\geq</math>1.8=3, Gearing ratios not more than 20% = 3</p>	35

	<p><b>marks]</b></p> <p>(iv) Upload bank letter of credit showing your credit worth for recognized bank in Kenya <b>(4 marks)</b></p>	
2	<p><b>WORK PLAN AND METHODOLOGY INLINE WITH THE TOR</b></p> <hr/> <p>(i) Comments on the Terms of Reference <b>(5 marks)</b></p> <hr/> <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 <b>(5marks)</b></p> <hr/> <p>(iii) Methodology and schedule of the main activities of the assignment including delivery dates of Progress and delivery of the final intended reports. <b>(15 marks)</b></p> <p>iv) Detailed Work plan for undertaking the assignment <b>(10 Marks)</b></p> <hr/> <p>List of tools and equipment to be used for the delivery of the assignment <b>(10 Marks)</b></p>	45
3.	<p><b>QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT</b></p> <hr/> <p><b>The Team Comprise of</b></p> <ul style="list-style-type: none"> <li>• Economist</li> <li>• Expert in Strategy</li> <li>• Physical Planning Expert -</li> <li>• Financial Expert</li> </ul>	20

	<ul style="list-style-type: none"> <li>• Legal Expert</li> <li>• Monitoring and Evaluation Expert</li> <li>• Sociologist Expert</li> <li>• Environmental Expert</li> </ul> <p>Consultants to provide a minimum of 3 experts (4 marks each) with a team leader (8 Marks) for the specific area of interest, i.e. strategy, feasibility study, or policy plans e.t.c.</p>	
<b>4.</b>	<b>Total</b>	<b>100 points</b>
	<p>The minimum technical score required to pass is: <b>75 Points</b></p> <p><b>ENVELOPE B: Financial Submission should have the following</b></p> <ul style="list-style-type: none"> <li>• Duly Filled and signed Tender Form</li> <li>• Price Schedules and breakdown.</li> </ul>	

## **SECTION V - 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. Reporting systems and time schedules
- e. 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 V: TERMS OF REFERENCE (TOR)**

### **TERMS OF REFERENCE: PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF MOMBASA COUNTY PLANNING AND POLICY DOCUMENTS (FRAMEWORK AGREEMENT)**

#### **1. BACKGROUND**

The Constitution of Kenya 2010 created 2 levels of Governments at National and County Government which gave rise to devolution of certain functions and tangible services to be enjoyed by their citizens. The fourth Schedule Part 2 of the Constitution provides for county planning and development which includes surveying as a function of the County Government.

The County Integrated Development Plans (CIDP) was developed as a tool for County Government of Mombasa to establish programmes and articulate development priorities. Under the CIDP, the county was able to set its respective sector objectives better than before. Also important is the fact that the integrated planning approach engenders public participation in the process. This ensures that County priorities are relevant to the felt needs and that the County managers are made accountable to the public. The development of the Mombasa CIDP which prioritizes projects and programs has therefore been undertaken as a statutory requirement.

It is the primary effort by the department of lands, Planning, Housing and Urban renewal to address the challenges facing the county in regard to Survey for the purpose of registration to secure tenure of the parcels.

## 2. SCOPE OF WORK

ITEM DESCRIPTION	REQUIREMENTS	DELIVERY PERIOD
Consultancy Services	<ul style="list-style-type: none"> <li>• Development of Mombasa County Planning and Policy Documents (Development Control Policy, Physical Planning Policy, County Environmental Management Policy among other policies)</li> <li>• Professional and Technical Expertise advice on development of County Policy Documents</li> <li>• Feasibility and Baseline Studies and surveys</li> <li>• Draft Policies, Strategic Plans and Action plan Developments</li> <li>• Research Studies</li> <li>• Engage the public and stakeholders in the policy making process.</li> </ul>	2020/2021-2021/2022 Financial Years

## 3. REPORTING SCHEDULE

Outputs	Date of submission of draft reports ( <i>To vary depending with the Assignment at hand</i> )
Inception Report and intended work plan	2 weeks after order to commence
Interim Reports	8 Weeks after commencement
Draft Reports	12 Weeks after commencement
Final Reports	15 Weeks after commencement

## 5. PERSONNEL

The client will provide the following personnel for the project

- Project manager
- Project supervisor
- Counter Part Team members

It is expected that the Consultant shall provide a technical working team stationed at Mombasa that will constantly work with project team to deliver these assignments.

## **6. DELIVERABLES**

On completion of the project, the Consultant is expected to deliver the following:

- Strategic Plans (Land and associated departments)
- Policy Plans and Action Plans.
- Feasibility studies and surveys

## **7. TERMS OF PAYMENT**

Payments will be done in 2 phases as follows:

- |   |     |
|---|-----|
| • Inception Report and intended work plan | 15% |
| • Interim Reports                         | 30% |
| • Draft Reports                           | 40% |
| • Final Reports                           | 15% |

**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

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### 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:** \_\_\_\_\_





## **SECTION VII- 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)*

Some of the sample schedules are as provided below:

**Financial Bid Submission Form**

---

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

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

Ladies/Gentlemen:

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

**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 SEVICES SMALL ASSIGNMENTS TIME-BASED PAYMENTS

#### CONTRACT

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

\_\_\_\_\_ [Insert Consultant's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant's address](hereinafter called "the Consultant") of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as "the Services"], and

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

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

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

C. 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 Resolution**

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator,

the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name; \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

FOR THE CONSULTANT

Full name \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_



# 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 of .....20

Date Tender No.

[name and address of procuring entity]

[signature]

Duly authorized to sign tender for an on behalf of

*[in the capacity of]*

**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*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary

