

REPUBLIC OF KENYA



**THE COUNTY GOVERNMENT OF MOMBASA DEPARTMENT OF LANDS,
PHYSICAL PLANNING, HOUSING AND URBAN RENEWAL**

**CONSULTANCY SERVICES IN MAPPING AND AUDITING OF
PUBLIC UTILITIES LOCATED IN SITE AND SERVICES AND
SETTLEMENT SCHEMES**

TENDER NO. CGM/PRO/T/39/2020-2021

MARCH 2021

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

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SECTION I: INVITATION TO TENDER

Tender ref No. CGM/PRO/T/39/2020/2021

TENDER NAME: CONSULTANCY SERVICES IN MAPPING AND AUDITING PUBLIC UTILITIES LOCATION IN SITE AND SERVICES AND SETTLEMENT SCHEMES.

- 1.1 The County government of Mombasa invites sealed tenders from eligible consultants qualified in physical planning and registered by the Physical Planning Regulatory Board (PPRB) for **CONSULTANCY SERVICES IN MAPPING AND AUDITING PUBLIC UTILITIES LOCATION IN SITE AND SERVICES AND SETTLEMENT SCHEMES**
- 1.2 Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020 and is open to all National Tenderers as defined in the Regulations.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Director Supply Chain Management during normal office working hours or the RFP document can be viewed and downloaded from www.mombasa.go.ke at no fee.
- 1.4 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.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 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/39/2020-2021:

**TENDER NAME: MAPPING AND AUDITING PUBLIC UTILITIES LOCATION
IN SITE AND SERVICES AND SETTLEMENT SCHEMES.**

“DO NOT OPEN BEFORE 1000 HOURS 19TH MARCH 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 19TH MARCH 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 19TH MARCH 2021.**

- 1.7 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 1015Hrs in the Committee Room, County Assembly Hall first Floor or where directed by the County Secretary.
- 1.8 Canvassing or lobbying for the tender shall lead to automatic disqualification.

COUNTY SECRETARY,

COUNTY GOVERNMENT OF MOMBASA

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 anytime 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 120 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 returned and placed as indicated 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 initialed 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 and terms of reference through the IFMIS platform. 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.

The financial proposals shall be opened by the procuring entity in the IFMIS Platform. The evaluation committee shall download the evaluation matrix report from the IFMIS Platform .The Procuring entity will unseal all tender electronically in the in the Gok IFMIS tender portal on , **19TH MARCH 2021 1000 HOURS** East African Time. Tenderers are advised not to attend the opening since no physical tender shall be opened before them.

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 formule 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

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.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III - TERMS OF REFERENCE (TOR)

Notes on the Preparation of Terms of Reference

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

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

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

TERMS OF REFERENCE (TOR)

1. BACKGROUND INFORMATION

It will be essential to identify and audit all the public utility land within the existing site and service settlement scheme in Mombasa County to determine their current usage. The term public utility here is used to describe all the public purpose land, utilities, recreational (open spaces, children playground etc), parking spaces, educational land and conservation area. In most areas land that had been set aside for public utility have either been grabbed or the use diverted to other things. The audit will help the county government in repossession or reverting the use to public utility.

1.1 Objectives

The main objective of this assignment is to audit all the public utility land and their current usage within the site and service scheme in the County of Mombasa.

1. To identify all public utility land in Chaani, Mikindani, Miritini and Shanzu site & service schemes and all the settlement schemes in Mombasa county
2. To verify size & actual use of all public utility land in site & service schemes & settlement schemes in Mombasa county
3. To recommend course of action for the invaded or irregularly allocated public utilities

2. INPUTS

The following inputs will be employed to ensure the successful implementation of the assignment

- 1) Satellite Images
- 2) Zoning Plan
- 3) The approved Local Physical Development Plans and PDPs
- 4) County Land and Buildings Inventory Register
- 5) Register Site & Service schemes- terms & conditions
- 6) Register of Settlement schemes- terms & conditions
- 7) Audit protocols for public land
- 8) Land use map/zoning plans
- 9) Minutes of Provincial Land Allocation Committee

3. METHODOLOGY

3.1. Screening

Screening will be performed in order to ensure that the activities of County government of Mombasa that will have a significant impact on the audit of public utility.

3.2. Scoping

The term scoping is used to describe the process of deciding what should be included in the study. It may be seen as a means for identifying the main public concern about a proposal and for organizing the scientific work for the assessment. A scoping process involves two important parts: impact identification and public involvement.

3.3. Pre-visit

The reconnaissance will be carried out to ensure that the team of experts gets familiarized with the project area. It will also help the team to identify some visible issues and challenges.

3.4. Document Review

In the process of literature review, the consultant will review various research works done in the area. This will act as secondary source of information in our final report.

3.5. Developing Sample

The team will come up with the sampling methodology, the sample size and the scope of the survey to ensure that the required information is achieved.

3.6. Data Collection

After development of the samples the team is to embark on a data collection which will involve the use of questionnaire in order to achieve the required information which will help guide the process.

3.7. Data Analysis

The data collected will be keyed in using a software ARCGIS which will be used in the analysis of the data. The analysis will help in coming up with the final report.

3.8. Impact identification

Impact identification is establishing the basis for designing appropriate and efficient baseline studies, focused on particular impact areas.

3.9. Impact prediction

Project Impact Assessment is a means of foreseeing changes in the Socio-economic conditions that might result from a proposed action or activities, and considering the implications of those changes. The information generated during the impact assessment can then be used to make informed decisions about the proposed activities or existing activities

3.10. Impact evaluation, management and decision advice

Impacts are changes in nature. The response of people depends on the values they place on the Socio-economic and environment affected. Evaluation for the same will be done objectively.

3.11. Impact monitoring

There will be the need to monitor the implementation of the recommendation which will be in line with the mapped location and design guideline. There is a demand for continuous improvement and follow up of the project performance within this system. We will assist County Government of Mombasa with the right tools for monitoring through the Project Impact management programme.

3.12. Public involvement

The importance of early communication with the public is essential to the success of a Project Impact Assessment and to the outcome of the proposed project. The public can be providing information into the process, regarding concerns to be recognized or considered or values to be reflected. Also in the procedural phase the public has a role as scrutinizers of the process, thereby encouraging better quality of the assessments.

3.13. Generating a Project Impact Assessment and report

Final report will be generated which included the audit report of all identified public utility land in all the site and service schemes in Mombasa. Implementation and monitoring of the same through a project programme.

4. EXPECTED OUTPUTS AND DELIVERABLES

The specific objectives of the assignment will entail the contractor to issue the following

- 1) GIS database of all public utility land in site & service scheme and settlement schemes
- 2) Detailed maps for each scheme
- 3) Usage of each public allocated land
- 4) Audit framework for future monitoring of Public utility land, Site & service and settlement scheme.

- 5) Protection and repossession plan

5. ACTIVITIES

- a) Provide an indication of methodologies that ensure community participation and public awareness.
- b) Provide means of reporting work in progress to the Department of Land, Energy and Housing & Physical Planning.

6. DURATION OF SERVICES

The time period required for this consultancy (both for survey and identification of beneficiaries) is expected to be 1 Month and 2 weeks.

7. REPORTING REQUIREMENTS AND SCHEDULE

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

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

Expected Output	Time Frame	Payment Terms
Determine the all the public utility land in the site and service scheme	2 weeks	35%
Verify their size and the	2 weeks	35%

existing usage		
Audit framework for future monitoring of Public utility land, Site & service and settlement scheme	1 week	30%

8. QUALIFICATIONS OF THE CONSULTANCY

The consulting company interested in carrying out the assignment shall have the following expertise and competencies:

- The principal surveyor should possess a minimum of a bachelors degree in Urban and Regional Planning, Survey, GIS and Environmental Planning
- A member of Kenya Institute of Planners (KIP), Institution of Surveyors of Kenya (NEMA)
- A valid practicing License will be an added advantage.
- An affiliation to a valid practicing planner will also be an added advantage (with a written recommendation letter attached)
- Have demonstrated experience in the field of Physical Planning gained from fieldwork Planning or surveying or related activities

9. BUDGET

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

10. PROJECT MANAGEMENT

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

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

11. IMPLEMENTATION FRAMEWORK/INSTITUTIONAL DELIVERY FRAMEWORK

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

12. REPORTING REQUIREMENTS

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

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

13. OBLIGATIONS OF THE COUNTY GOVERNMENT OF MOMBASA

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

14. ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANCY FIRM

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

15. ADMINISTRATIVE COSTS

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

16. PROJECT MANAGEMENT

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

16.1 THE DEPARTMENT OF LANDS, HOUSING & PHYSICAL PLANNING

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

16.2 OBLIGATION OF THE CONSULTANT

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

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

17. TERMS AND CONDITIONS OF BID

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

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

18. APPLICATION

You are requested to submit a proposal to the County Government of Mombasa and deposit in the tender box at the County Treasury Hall, detailing:

- the Methodology you are going to use to carry out the tasks identified above,
- a Work plan,

- key consultants’ level of effort,
- detailed CVs of the key consultants,
- and professional fees.

In addition, at least 2 references of similar assignments you have undertaken in the last 5 years.

MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANTS

Instructions to tenderers (Reference)	Particulars of appendix to instructions to tenderers
Evaluation Criteria MANDATORY REQUIREMENTS	<p style="text-align: center;">Preliminary criteria</p> <ol style="list-style-type: none"> 1) Particulars of Tendering Company including the Company background, current statutory registration documents to include Registration/ Incorporation Certificate, Valid & Current County Single Business Permit, and a Valid & Current Tax Compliance or Tax Exempt Certificate from Revenue Authority (Mandatory). 2) Duly filled and signed Confidential Business Questionnaire (Mandatory). 3) Duly filled and signed Declaration Form (Mandatory). 4) Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge (Mandatory). 5) Experience in previous and/or on-going works similar in nature and size for the last five years. (Mandatory). <i>Bidders MUST provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered.</i> 6) Qualifications and experience of the following technical personnel and their CVs and copies of certificates: (Mandatory). 7) Written undertaking in bidder’s letter head that the staff and major equipment / plant proposed shall be available for the entire duration of the contract (Mandatory). 8) Certified copies of Audited Financial reports for the last three years i.e. 2017, 2018 and 2019. (Mandatory).

	9) Written Undertaking that the tenderer shall abide by the negotiated rates to be arrived at after the time of contract award through averaging the rates of the lowest evaluated bidders, subject to prevailing market rates (Mandatory).
NOTE: Bidders MUST meet ALL the above requirements to proceed to technical evaluation NOTE: Bidders MUST meet ALL the above requirements to proceed to technical evaluation.	

Technical evaluation

S/O	DESCRIPTION	POINTS
1	<p>-The principal Physical Planner should possess a minimum of a Bachelor’s Degree in Urban and Regional Planning and Bachelor’s in Environmental Planning and and be registered with Physical Planners Registration Board (PPRB) and attach a current practicing license and the degree certificate. (15Mks)</p> <p>Have demonstrated experience in the field of Land use planning gained from fieldwork planning or related activities- Attach CV (15 Mks) The principal planner should possess a minimum of a Bachelor’s Degree in Land use planning/ Physical Planning</p>	30

	- Must provide recommendation letters dully signed and stamped from at least Two (2) previous clients. (10Mks).	
2	- Proven experience of tasks of similar nature and magnitude, at least Two (2) assignments for the last Five (5) Years, should	30
s/no	Description	Points
1	<p>-The principal surveyor should possess a minimum of a Diploma/Bachelor’s Degree in Land Surveying/geospatial engineering/geomatic engineering/bachelor of philosophy in survey and Bachelor of technology in survey and and be registered with ISK registration board and attach a current practicing license and the diploma/degree certificate. (15Mks)</p> <p>Have demonstrated experience in the field of cadastral survey gained from fieldwork surveying or related activities- Attach CV (15 Mks) The principal surveyor should posses a minimum of a Diploma/Bachelors Degree in Land Surveying/geospatial engineering/geomatic engineering/bachelor of philosophy in survey and Bachelor of technology in survey and be registered with ISK registration board and attach a current practicing license and the diploma/degree certificate. (15Mks)</p> <p>MUST demonstrated experience in the field of cadastral survey gained from fieldwork surveying or related activities- Attach CV/Certificates and prove of cadastral survey (15 Mks)</p> <p>- Must provide recommendation letters dully signed and stamped from at least Two (2) previous clients. (10Mks).</p>	30

2	<ul style="list-style-type: none"> - Proven experience of tasks of similar nature and magnitude, at least Two (2) assignments for the last Five (5) Years , should attach-LPO/LSO/ Contracts. (10Mks) - Attach signed current CV and certificates, for at least 3 key professional staff in the field of survey. (10Mks) - Must provide recommendation letters dully signed and stamped from at least Two (2) previous clients. (10Mks). - Proven experience of tasks of similar nature and magnitude, at least Two (2) assignments for the last five (5) Years , should attach-letters of award/LPO/LSO/ Contracts and completion certificate . (10Mks) - Attach signed current CV and diploma/degree certificates, for at least 3 key professional staff in the field of survey. Attach engagement letters for the three key professional staff (10Mks) - Must provide recommendation letters dully signed and stamped from at least Two (2) previous clients. (10Mks). 	30
3	Understanding of the terms of reference provides an elaborate methodology and work plan on how you are going to carry out the assignment. (20 Mks)	20
4	Proof of financial Capability-Audited books of accounts for the last Two(3)years 2017, 2018 and 2019) (MUST be signed and stamped by certified/registered auditing Firm) 20 mrks	20

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

SECTION VI -TECHNICAL PROPOSAL (TP)
TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services*] in accordance with your Request
for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting
our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a
separate envelope].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

Comments on TOR and Methodology

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

On the Terms of Reference:

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

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

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

FIRM'S REFERENCES

Relevant Services Carried Out in the 3 Years That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

Firm's authorized name and signatory: _____

Company's Seal

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

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

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ *Date;*

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Contact	Task

2. Support Staff

Name	Position	Contact	Task

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

SECTION VI - FINANCIAL PROPOSAL (FP)

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)
Total Amount of Financial Proposal		

3. DETAILED BREAKDOWN OF PRICE PER ACTIVITY

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

4. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount

SECTION VII - STANDARD CONTRACT FORM

SAMPLE 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 herebelow. 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
(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance

The Consultant undertakes to perform the Services with

Standards

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

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

FORM OF TENDER

To:

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)* in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 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]

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1
2
3

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal (State Currency)

Issued (State Currency)

Give details of all directors as follows:

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

1.

2.

3.

4.

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

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

DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT
(MANDATORY)

TENDER NO.....

Date _____

To:

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

declare the following:

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

Title

Signature

Date

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

1. Each Tenderer must submit a statement, as part of the Tender documents, in the given format which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Upon completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the procuring entity and/or the unsuccessful competitors in the tendering process.

6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their general or project-specific Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE FORM

TENDER NO.....

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary