##### COUNTY GOVERNMENT OF MOMBASA

##### 

##### TENDER NO: CGM/PPO/T/32/2016-2017

##### ADVISORY SERVICES TO MANAGE THE PROCUREMENT

##### PROCESS FROM DESIGN, FINANCE, BUILD & OPERATE A DESALINATION PLANT FOR MOMBASA COUNTY.

##### REQUEST FOR PROPOSAL

##### FEBRUARY, 2017

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## SECTION I - LETTER OF INVITATION

**Date**

##### TENDER REF. NO. CGM/PPO/T/32/2016-2017- LEGAL TRANSACTION ADVISORY SERVICES TO MANAGE THE PROCUREMENT PROCESS FROM DESIGN, FINANCE, BUILD & OPERATE A DESALINATION PLANT FOR MOMBASA COUNTY

##### 1.1 The County government of Mombasa invites sealed tenders from eligible candidates for LEGAL TRANSACTION ADVISORY SERVICES TO MANAGE THE PROCUREMENT PROCESS FROM DESIGN, FINANCE, BUILD & OPERATE A DESALINATION PLANT FOR MOMBASA COUNTY

* 1. 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.co.ke](http://www.mombasa.co.ke) at no fee.
  2. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs 1000 in cash or bankers cheque payable to County government of Mombasa
  3. 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.
  4. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the 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 him not later than **10.00 a.m. on Friday, 17th February, 2017**

Or addressed to:

The County Secretary,

County Government of Mombasa,

P.O Box 80133-80100, Mombasa

Email: countysec@mombasa.go.ke

* 1. Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 10.15 a.m. in the Committee Room, County Assembly Hall first Floor or where directed by the County Secretary.
  2. Canvassing or lobbying for the tender shall lead to automatic disqualification.

COUNTY SECRETARY,

**COUNTY GOVERNMENT OF MOMBASA**

**SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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**SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

* 1. **Introduction**
     1. The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the Contracting authority in the Appendix.
     2. The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix.desa A Technical Proposal only may be submitted in assignments where the Contracting authority intends to apply standard conditions of engagement and scales of fees for professional services, which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case, the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
     3. The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liase with the Contracting authority regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
     4. The Contracting authority will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
     5. Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Contracting authority are not reimbursable as a direct cost of the assignment; and (ii) the Contracting authority is not bound to accept any of the proposals submitted.
     6. The Contracting authority’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
     7. The price to be changed for the tender document shall not exceed Kshs.5,000/=
     8. The Contracting authority shall allow the tenderer to review the tender document free of charge before purchase.
  2. **Clarification and Amendment of RFP Documents**
     1. Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification mustbe sent in writing by paper mail, cable, telex, facsimile orelectronic mail to the Contracting authority’s address indicated in the Appendix “ITC”. The Contracting authority will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
     2. At any time before the submission of proposals, the Contracting authority may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Contracting authority may at his discretion extend the deadline for the submission of proposals.

**2.3 Preparation of Technical Proposal**

* + 1. The Consultants proposal shall be written in English language
    2. In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
    3. While preparing the Technical Proposal, consultants must give particular attention to the following:

1. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
2. For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
3. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
4. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
5. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
   * 1. The Technical Proposal shall provide the following information using the attached Standard Forms;
6. A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
7. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Contracting authority.
8. A description of the methodology and work plan for performing the assignment.
9. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
10. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
11. Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
12. A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
13. Any additional information requested in Appendix “A”.
    * 1. The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

* + 1. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). If appropriate, these costs should be broken down by activity.
    2. The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
    3. Consultants shall express the price of their services in Kenya Shillings.
    4. Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
    5. The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Contracting authority will make his best effort to complete negotiations within this period. If the Contracting authority wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

* + 1. The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
    2. For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
    3. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL** **PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**
    4. The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
    5. After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Contracting authority department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

* + 1. From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Contracting authority on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Contracting authority in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
    2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 **Evaluation of Technical Proposal**

* + 1. The evaluation committee appointed by the contracting authority shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

1. MANDATORY REQUIREMENTS
2. The Tender submission shall have a table of contents, Page Numbers and have pages in the whole document numbered in the correct sequence, serialized and signed/initialed in each page.
3. Particulars of Tendering Company to include Company background, Taxpayer Registration Certificate, Certificate of Incorporation/ Registration and Current/Valid Tax Compliance Certificate from Kenya Revenue Authority, Current/Valid Single Business Permit
4. Performance Bond Statement
5. Duly filled and signed Confidential Business Questionnaire
6. Duly filled and signed Declaration Form
7. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge
8. Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender.

***Note:*** A bid that fails to comply with this requirement in item (9) will lead to disqualification.

1. Experience in previous and on-going works of a similar nature and size for at least three years covering from 2011 to 2016.

*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.*

***Note: Failure to meet the above mandatory requirements will lead to automatic disqualification at the preliminary stage.***

**EVALUATION CRITERIA**

**Points**

1. Specific experience of the consultant

related to the assignment (20)

1. Adequacy of the proposed work plan and

methodology in responding to the terms

of reference (30)

1. Qualifications and competence of

the key staff for the assignment (30)

1. The bidder Financial Capability (10)
2. Comment and suggestion on Terms of Reference (10)

**Total Points 100**\_\_

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score **of 80%.**

* 1. **Public Opening and Evaluation of Financial Proposal**

2.8.1 After Technical Proposal evaluation, the Contracting authority shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Contracting authority shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, facsimile or electronic mail.

* + 1. The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Contracting authority shall prepare minutes of the public opening.
    2. The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
    3. While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
    4. The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T=*the weight given to the Technical Proposal: *P* *=* the weight given to the Financial Proposal; *T* + *p =* I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- *S = St* x *T* % + *Sf* x *P* %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The evaluation weight assigned is as follows:

Technical Weight is 80%

Financial Weight is 20%

* + 1. The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
    2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
    3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
    4. Price variation requests shall be processed by the Contracting authority within 30 days of receiving the request.
  1. **Negotiations**
     1. Negotiations will be held at the same address as “address to send information to the Contracting authority” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
     2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Contracting authority and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Contracting authority to ensure satisfactory implementation of the assignment.
     3. Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
     4. Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Contracting authority expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Contracting authority will require assurances that the experts will be actually available. The Contracting authority will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
     5. The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Contracting authority and the selected firm will initial the agreed Contract. If negotiations fail, the Contracting authority will invite the firm whose proposal received the second highest score to negotiate a contract.
     6. The Contracting authority shall appoint a team for the purpose of the negotiations.
  2. **Award of Contract**

2.10.1The Contract will be awarded following negotiations. After negotiations are completed, the Contracting authority will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2The selected firm is expected to commence the assignment on the date to be agreed by the contracting Authority.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The Contracting authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The Contracting authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement
3. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
4. Shall not be debarred from participating in public procurement.
   1. **Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

* 1. **Corrupt or fraudulent practices**

2.12.1 The Contracting authority requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The Contracting authority will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

**Appendix to information to consultants**

**Clause Reference**

|  |  |
| --- | --- |
| **INSTRUCTIONS TO TENDERERS REFERENCE** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
| 2.1 The name of the Client is | The name of the Client: **County Government** **of Mombasa** |
| 2.1.1The method of selection is: | **QUALITY AND COST BASED SELECTION** |
| 2.1.2 Technical and Financial Proposals are requested: | Yes |
| 2.1.3 The name, objectives, and description of the assignment are: | The major purpose for the Legal Transaction Advisory Service consultant is to give support to the County Government of Mombasa in carrying out the following processes; bidding process, bidder due diligence, project risk analysis, negotiation and contract monitoring. |
| 2.1.4 A pre-proposal conference will be held | NO |
| 2.1.5 The name(s), address(es) and telephone numbers of the Client’s official(s) are: | The County Secretary,  County Government of Mombasa,  P.O Box 80133-80100, Mombasa  Tel: +254-041-2311531  Fax: +254-0412311531  Email: countysec@mombasa.go.ke |
| 2.1.6 The Client will provide the following inputs: | **N/A** |
| 2.1.7 Bid Security | **Not Applicable. Bid Security is not required for this RFP** |
| 2.1.8 (i) The estimated number of professional staff months Required for the assignment is: | **Not applicable. Consultant to budget. However, mobilization should be within 1 month of contract execution and partnership or such other period of engagement shall be negotiated and agreed upon signing the contract.** |
| (ii) The minimum required experience of proposed professional staff is | **This will be proposed by the Consultant but a guide is given as per 2.1.17 of ITC below** |
| 2.1.9 (i) Training is a specific component of this assignment: | **YES, to be proposed by the Tenderer** |
| (ii) Additional information to be provided by the County: | N/A |
| 2.1.10 Taxes: | **Proposal should be inclusive of all taxes e.g. withholding and VAT where applicable** |
| 2.1.11 |  |
| 2.1.12 | The number of copies to be submitted is: **One (1) Original and Two (2) Copies.** |
| 2.1.13 The proposal submission address is: | The Tenderer shall seal the tender documents comprising of the technical submissions and financial submissions in two separate inner envelopes, duly marking the envelopes “**technical submissions” and “financial submissions”**. The inner envelopes shall contain the address and name of the bidder to enable it to be returned unopened in case it is received/declared late. The inner envelopes shall be placed together in an outer sealed envelope or package.  Only tenderers that obtain the minimum technical score to pass (80%) shall have their financial submissions opened.  The tenderer shall submit one original and two copies. |
| Must be submitted no later than the following date and time: | **BEFORE 10.00 a.m. on Friday, 17th February, 2017** |
| 2.1.15 The address to send information to the Client is: | The County Secretary,  County Government of Mombasa,  P.O Box 80133-80100, Mombasa  Tel: +254-041-2311531  Fax: +254-0412311531  Email: countysec@mombasa.go.ke |
| 2.1.16 The minimum technical score required to **pass** | **80%** |
| 2.1.17 Points: | **(i) Experience of the consultants relevant to the assignment :**  a) Experience of projects of comparable size, Complexity and technical specialty. ***[20 marks]***  Five (5) projects **(4 marks each)**  ***Total points for criterion (i) [20 Marks]***  **(ii) Methodology**   * 1. Methodology of carrying out the Assignment (20)   2. Suitability of the Work Plan to carry out the Assignment (10)   ***Total points for criterion (ii): [30 marks]***  **(iii) Key Experts’ qualification and competence for assignment (see details in 5.12): 30 marks**   1. Team Leader/Project Manager [10] 2. Legal Expert [5] 3. Civil/or Water Engineer [5] 4. Financial Expert [5] 5. Environmental and social Assessment Experts [5]   **\****Marks are distributed evenly on the qualifications listed under each expert personnel\**  ***Total points for criterion (iii) [30 marks]***  **iv) Financial Capability and Comment on ToRs**  The bidder Financial Capability shows long-term profitability [10]  *Profitability ratios (>15%)=10 marks*  *(10-15%)=6 marks*  *(1-9%)= 4 marks and below 1%=zero (0) marks*  Comment and suggestions to ToRs [10]  ***Total points for criterion (iv) [20 Marks]***  **Total weight: 100%** |

SECTION III: - TECHNICAL PROPOSAL

**Notes on the preparation of the Technical Proposals**

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant’s proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

**SECTION III - TECHNICAL PROPOSAL**

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1. Team composition and Task assignments
2. Format of curriculum vitae (CV) for proposed

Professional staff

1. Time schedule for professional personnel
2. Activity (work schedule)

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

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

To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*Name and address of Contracting authority)*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*Title of consulting* *services*] in accordance with your Request for Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Authorized Signature]:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name and Title of Signatory]*

*:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Firm]*

*:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Address:]*

**2. FIRM’S REFERENCES**

**Relevant Services Carried Out in the Last Five Years**

**That Best Illustrate Qualifications**

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

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

Firm’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and title of signatory; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(May be amended as necessary)*

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

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

**5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

|  |  |  |
| --- | --- | --- |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**2. Support Staff**

|  |  |  |
| --- | --- | --- |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Profession: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years with Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Signature of staff member]*

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

[*Signature of authorized representative of the firm*]

Full name of staff member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents Page

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name and address of contracting authority]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Authorized Signature]*

*:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name and Title of Signatory]:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Firm]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address]*

2. SUMMARY OF COSTS

|  |  |  |
| --- | --- | --- |
| Costs (List the item/Activity involved) | Unit Costs | Amount(s) |
| 8)  Subtotal  Taxes  Total Amount of Financial Proposal |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

3. BREAKDOWN OF PRICE PER ACTIVITY

|  |  |
| --- | --- |
| Activity NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Price Component | Amount(s) |
| Remuneration  Reimbursables  Miscellaneous Expenses  Subtotal | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

|  |
| --- |
| Activity No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Names Position Input(Staff months, Remuneration Amount  days or hours Rate  as appropriate.) |
| Regular staff  (i)  (ii)  (iii)  (iv)  (v)  (vi)  Consultants  Grand Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Activity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

SECTION V: - TERMS OF REFERENCE

**Background**

The County Government of Mombasa is already planning to engage a suitable investing firm **to Design, Build and Operate Plants for Desalination of Seawater for Mombasa County.** The objective is to meet the water deficit of approximately 73% and cover up the competition for water supply from stressed water sources; Baricho Water fields, Marere Springs, Mzima Spring and Tiwi Boreholes, which are located far way and outside the County. With the increased severe rate of Rationing, the scenario has facilitated the county to come up with a proposal for a Desalination project to address water supply related challenges at both the urban and rural areas of the County.

The county being rich of seawater which if exploited could supplement the deficit or improve accessibility by far. Desalination project is targeting installation of desalination plants at various sites within the County before the end of 2017 and this would need an input of an experienced investing firm to design, develop and operate the desalination plant.

The daily amount of desalinated water is estimated at 270,000m3; (70,000m3/day for Likoni, 100,000m3 /day for West Mainland and 100,000m3/day for the North Mainland) depending on the consumption and hydraulic capability of the distribution network.

**Objectives of the Transaction Advisory Services**

Mombasa County Government under intends to engage a Legal Transaction Advisor (LTA) to assist with the competitive procurement of a suitable Project Developer for the Designing, Financing, Building & Operating a Desalination Plant for Mombasa County under as described above.

The Legal Transaction Advisor will prepare, provide and establish legal frameworks which will enable the county to establish the commercial and technical configuration attractiveness of the plant. Through this engagement, the advisor will recommend the appropriate mode of engagement in procuring the project based on an analysis of diverse alternatives available, advise the county on the optimum risk allocation and the best contract structure including preparation of all the relevant documentation and requisite approvals, come up with transaction documents for the procurement and provide transaction advisory through to financial completion.

**Duration**

Mobilization should be within 1 month of contract execution and partnership or such other period of engagement shall be negotiated and agreed upon signing the contract. The contract will automatically terminate when the services have been delivered to the Client.

**Scope of Work**

The Legal Transaction Advisor, will be a consortium of firms or a firm covering legal and other expertise relevant in procuring the via a Turnkey project framework. The consultant should have focus and specialized in the following sectors:

* Water and Sanitation
* Legal Due Diligence Governance
* Collective negotiations
* Contracts
* Water and sanitation
* Legal Audit
* Banking and Financial Services (Investment Funds and Banks)
* Intellectual property and

In view of the background above and to ensure the proposed project is professionally Sited, Planned, Designed, Implemented and Operated according to the approved procedures, quality and standards the Transaction Legal Adviser consultant will:

1. Provide comprehensive legal consulting services in relation to bidding process, negotiation and contract monitoring.
2. Advice on mechanisms to maximize competition while minimizing unrealistic bids and project vulnerability from overly aggressive bidding.
3. Design a suitable bid evaluation process and criteria.
4. Provide legal advice in connection with the project’s negotiation, structuring and public service concessions, public private transactions and all the arrangements to be made for the county to re-organize itself for the purposes of enhancing the project implementation.
5. Design, Develop and establish Institutional frameworks covering both sectoral and multi-sectoral. This will cover all the relevant sectors within the Mombasa County. Some of the public stakeholders involved include

|  |  |  |
| --- | --- | --- |
| **S/No** | **Stakeholder** | **Role** |
| 1 | Department of Planning, Land & Housing | Planning and Land/site issues |
| 2 | Department of Transport and Infrastructure | Civil works standards and approvals |
| 3 | County Inspectorate | Security |
| 4 | Sub-County Admin. | Planning, Co-ordination and site identification |
| 6 | MOWASCO | Data Information and Site identification |
| 7 | WRMA | Permits, Data and any other related Authorities. |
| 8 | NEMA | Environmental and Social issues. |
| 9 | VEI Consultant | Sharing Information. |
| 10 | MW&I | Sharing of information and resource mobilization. |
| 11 | WASREB | Tariff Regulation/Approvals and setting water and sanitation standards. |

1. Advise on standards to comply with the Laws applicable (Public Procurement & Asset Disposal Act 2015 and PPP Act) including technical due diligence, social security and safeguard requirements including environmental considerations, economic and financial analysis and the overall transaction structuring.
2. Documenting relevant contractual documentation appropriate for the structure of Public Private Partnership selected.
3. Support bidders requests on clarification, consultation, contract terms negotiation and their amendments through to transaction closing, as well as any additional analysis or documentation required.
4. Review/prepare and update conveniently the environmental and Social Risk Assessment and their Analysis. The Transaction Advisor will ensure all the aspects as pertaining to social safeguard are considered and appropriate mitigation measures have been enforced, relevant to the purpose of securing approvals according to the existing legislation.
5. Establish a detailed design of the payment mechanism or tariff arrangements.
6. The consultant will prepare monthly and interim reports on agreed periods to facilitate the implementation process.

**Fees, Expenses & Invoicing**

The Consultant will not be paid for any expenses except those approved by the Mombasa County Government Project Manager in line with the demands of the project. It is however expected that the consultant will need to travel to the Mombasa County Government divisions and various locations often during the verification exercise. Payment of fees will be made as per the contract agreement with the final payment being made within 30 days of receipt of an invoice as is/will be expressed in the contract.

REQUIRED SKILLS AND EXPERIENCE

Team Leader

* A Master’s degree in Law (LL.M) from a recognized University with a strong background of project management and implementation.
* Possess Legal expertise in strategy, technical and scientific skills related to Turnkey & PPP projects.
* Extensive knowledge and background in international legal affairs as is related to tax, corporate and project finance.
* He or she must have at least 15 years of progressive experience
* Registered with relevant professional body
* At least 5 reference Contracting authorities for similar assignments including their dates and telephone numbers
* Proficiency and good command of English in both writing and presentation

**Lega expert**

* Bachelor’s Degree in law from a recognized university,
* Advocate of the high court of Kenya and member of good standing with the Law Society of Kenya (LSK).
* General legal and audit advisory services.
* Public Private Partnership Legal Expert.
* Skilled in drafting contracts and potentiality development of internal corporate policies and contracts negotiation.
* Member of professional registered bodies
* At least Ten (10) years post qualification experience
* Proficiency and good command of English in both writing and presentation

**Financial expert**

* A Master’s degree in Finance, Economics, Business or CFA or CPA-K holder.
* Member of a professional registered body
* Should have at least seven (7) years progressive work experience
* Technical expertise and financial expertise in implementation of projects and the financial aspects all through to closure
* Significant experience in international financial services industry
* Proficiency and good command of English in both writing and presentation

**Environmental and social Specialist**

* Should be a degree in Environmental Science from a recognized University. Masters is an added advantage.
* **Sufficient and vast experience in conducting Social and Environmental impact assessments, project audits for both ongoing and existing projects**.
* Skills to perform Environmental Due Diligence, monitoring and evaluation and Health and safety industrial hygiene evaluations.
* Experience in data collection related to environment and social assessment.
* Seven (7) or more years of experience as an environmental expert.
* Proficiency and good command of English in both writing and presentation.

**Civil/or Water Engineer**

* A Bachelors degree in Civil Engineering, specializing in Water/Water and Environment Engineering from a university or an institution of higher learning.
* Experience in water projects and experience in related to environmental and social assessment.
* Wide knowledge in PPP engagement and contracting.
* A registered member of a professional body
* Should have at least seven (7) years progressive work experience
* Proficiency and good command of English in both writing and presentation.

*Other staff as may be deemed necessary i.e.*

* Technical Experts
* E.t.c

SECTION VI

STANDARD FORM OF CONTRACT

TIME -BASED PAYMENTS

SAMPLE CONTRACT FOR CONSULTING SEVICES

SMALL ASSIGNMENTS

TIME-BASED PAYMENTS

CONTRACT

This Agreement [hereinafter called “the Contract”) is entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert starting date of assignment],* by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert Contracting authority’s name] of [*or whose registered office is situated at*]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*insert Contracting authority’s* *address](*hereinafter called “the Contracting authority”) of the one part AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert Consultant’s name] of[*or whoseregistered office is situated at*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert Consultant’s address]*(hereinafter called “the Consultant”) of the other part.

WHEREAS, the Contracting authority 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.

1. 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 Contracting authority 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.

1. Remuneration

The Contracting authority 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”.

1. Reimbursable

The Contracting authority shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

1. 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 Contracting authority’s coordinator;
2. such other expenses as approved in advance by the Contracting authority’s coordinator.
3. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Contracting authority 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 A. Coordinator

Administration

The Contracting authority designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert name]* as Contracting authority’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 Contracting authority.

1. 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.

1. 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 Contracting authority 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 The Consultant undertakes to perform the Services with

Standard the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Contracting authority 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 Contracting authority’s business or operations without the prior written consent of the Contracting authority.

7. Ownership of Any studies, reports or other material, graphic, software

Material or otherwise prepared by the Consultant for the Contracting authority under the Contract shall belong to and remain the property of the Contracting authority. The Consultant may retain a copy of such documents and software.

8. Consultant Not The Consultant agrees that during the term of this

to be Engaged Contract and after its termination, the Consultant and

in Certain any entity affiliated with the Consultant shall be

Activities 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.

(iii)

10. Assignment The Consultant shall not assign this Contract or Subcontract any portion thereof without the Contracting authority’s prior written consent.

11. Law Governing The Contract shall be governed by the Laws of Kenya and

Contract and the language of the Contract shall be English Language.

Language

12. Dispute Any dispute arising out of this Contract which cannot be

Resolution amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CONTRACTING AUTHORITY FOR THE CONSULTANT

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

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

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

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

# 

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

1. Remuneration of Staff

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Name | Rate  (per month/day/hour in currency) | Time spent(number of month/day/  hour) | Total (currency) |
| (a) Team Leader |  |  |  |  |
| (b) |  |  |  |  |
| (c) |  |  |  |  |
|  |  |  |  | Sub-Total (1) |

1. Reimbursable

|  |  |  |  |
| --- | --- | --- | --- |
|  | Rate | Days | Total |
| (a) Air Travel |  |  |  |
| (b) Road Transportation |  |  |  |
| (c) Per Diem |  |  |  |
|  |  |  | Sub-Total (2) |

TOTAL COST \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Contingency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LETTER OF NOTIFICATION OF AWARD**

Address of Contracting authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE - MANDATORY**

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

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

Part 1 – General

Business Name ………………………………………………………………………

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

Plot No……………………………………… Street/Road …………………………

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

Nature of Business…………………………………………………………………..

Current Trade License No…………………… Expiring date…………………

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

Name of your bankers………………………………………………………………

Branch…………………………………………………………………………………

Part 2 (a) – Sole Proprietor

Your name in full…………………………………… Age…………………………

Nationality………………………………… Country of Origin…………………

\*Citizenship details …………………………………………………………………

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full Nationality Citizenship Details Shares

1……………………………………………………………………………………

2……………………………………………………………………………………

3……………………………………………………………………………………

**Part 2(c) – Registered Company:**

Private or public……………………………………………………………

State the nominal and issued capital of the Company-

Nominal (State Currency) …………………………………………………………………

Issued (State Currency) ……………………………………………………………………

Give details of all directors as follows:

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

1.

………………………………………………………………………………………

2.

………………………………………………………………………………………

3.

………………………………………………………………………………………

4.

………………………………………………………………………………………

**Part 2(d) – Interest in the Firm:**

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

I certify that the information given above is correct.

……………………… ……………………… …………………

(Title) (Signature) (Date)

## ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

**(*Sections39, 40,41,42,43 & of the PPD Act, 2005)***

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……………………………………………………………

**TENDER SECURITY FORM**

Whereas ………………………………………..[name of the tenderer]

(hereinafter called “the tenderer”)has submitted this tender dated………………..[date of submission of tender ] for the provision of ………………… ……………………………..[name and/or description of the services]

(hereinafter called “the Tenderer”)………………………………………… …………..

KNOW ALL PEOPLE by these presents that WE………………………… ……………

Of……………………………………………having registered office at [Name of procuring entity](hereinafter called “the Bank”) are bound unto………………..[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of ………..for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_\_\_\_\_\_\_ day of 20\_\_\_\_\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) Fails or refuses to execute the Contract Form, if required; or

(b) Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of the bank]

**INTERGRITY DECLARATION**

**TENDER NO. CGM/PPO/T/32/2016-2017**

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.

*Date*…………………………………………………………………………………..

*Signature of Authorized Representative……………………………………………………*

*Name of Authorized Representative………………………………………………………..*

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Contracting authority*)

Request for review of the decision of the…………… (*Name of the Contracting authority)* 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