



**REPUBLIC OF KENYA**

**MINISTRY OF DEVOLUTION AND ASALS  
STATE DEPARTMENT FOR DEVOLUTION**

**REQUEST FOR PROPOSAL  
TENDER NO. MODA/SDD/OT/RFP/05/2020-2021**

**CONSULTANCY SERVICES TO ASSESS COMPLIANCE WITH ENVIRONMENTAL AND  
SOCIAL SAFEGUARDS IN COUNTY CAPITAL PROJECTS**

**(CONSULTANCY FIRM)**

**CLOSING/OPENING DATE: THURSDAY 29<sup>TH</sup> OCTOBER 2020  
TIME: 10.00 A.M**

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**REPUBLIC OF KENYA**  
**MINISTRY OF DEVOLUTION AND ASALS**  
**STATE DEPARTMENT FOR DEVOLUTION**

**SECTION I: TENDER NOTICE**

The Ministry of Devolution and ASALS (State Department of Devolution (SDD) invites eligible qualified and competent firms including those firms owned by Youth, Women and Persons with Disability (PWD) to submit sealed application for the following tenders: -

<b>SNO.</b>	<b>Tender Number</b>	<b>Tender Description</b>	<b>Category</b>	<b>Closing Date and Time</b>
1.	MODA/SDD/OT RFP/05/2020- 2021	Consultancy Services to assess compliance with Environmental and Social Safeguards in County Capital Projects. (Consultancy Firm)	AGPO	29 <sup>th</sup> Oct 2020 At 10.oclock
2	MODA/SDD/OT /RFP/06/2020- 2021	Consultancy Services to develop an integrated Knowledge management system to support devolution . (Consultancy Firm)	OPEN	28 <sup>th</sup> Oct 2020 At 10.oclock
3	MODA/SDD/OT /RFP/07/2020- 2021	Consultancy Services for development of a Framework on Performance of Concurrent Functions. ( Consultancy Firm )	OPEN	28 <sup>th</sup> Oct 2020 At 10.oclock
4	MODA/SDD/OT /RFP/08/2020- 2021	Consultancy Services for Development of performance assessment Framework for devolution. (Consultancy Firm)	OPEN	28 <sup>th</sup> Oct 2020 At 10.oclock
5	MODA/SDD/OT /RFP/09/2020- 2021	Consultancy services to assess the preparedness of the County Governments to cope with COVID 19 and Development of Post COVID 19 recovery strategy	OPEN	29 <sup>th</sup> Oct 2020 At 10.oclock
6	MODA/SDD/OT /RFP/10/2020- 2021	Consultancy services for developing Civic Education Information Communication and Education (IEC) materials on	AGPO	29 <sup>th</sup> Oct 2020 At 10.oclock

SNO.	Tender Number	Tender Description	Category	Closing Date and Time
		alternatives Dispute Resolution (ADR) mechanism.		

Interested bidders under AGPO may access and download detailed tender document and corresponding Terms of Reference/specifications free of charge from: -

- i. Procurement Portal: <http://www.tenders.go.ke>
- ii. The Ministry's Website [www.devolutionasals.go.ke](http://www.devolutionasals.go.ke).

Bidders **MUST** immediately **email** their name and contact details (Company name, cell phone and email) to [kdspsecretariat@devolution.go.ke](mailto:kdspsecretariat@devolution.go.ke) for records and communication on any tender clarifications and addenda.

Duly completed tender documents (Two Hard Copies, One Original and one Copy) should be enclosed in plain sealed envelope clearly marked with tender number and deposited in the tender Box located on 1<sup>st</sup> floor of Telposta Towers, Wing C, Kenyatta Avenue, Nairobi, Kenya during office hours (Weekdays 8.00 am to 5.00 pm) on or before **Thursday , 29<sup>th</sup> October, 2020 at 10.00 a.m.** and be addressed to:

**Principal Secretary,  
Ministry of Devolution and Asals,  
State Department for Devolution,  
P. O. Box 30004 – 00100.  
NAIROBI, KENYA**

Bids will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at the 6<sup>th</sup> floor boardroom, Telposta Towers, Kenyatta Avenue, Nairobi.

Prices quoted should be net inclusive of all Government taxes and other expenses and must remain valid for **150 days** from the closing/opening date of the tender.

**Bid security not required for this category**

**Principal Secretary  
State Department for Devolution**

**SECTION II - LETTER OF INVITATION**

To: (.....)

Date \_\_\_\_\_

Dear Sir/Madam,

***RE:CONSULTANCY SERVICES TO ASSESS COMPLIANCE WITH ENVIRONMENTAL AND SOCIAL SAFEGUARDS IN COUNTY CAPITAL PROJECTS.***

**1.1** The Ministry of Devolution and Asals, State Department of Devolution invites proposals for the following Consultancy Services - *Consultancy Services to assess compliance with Environmental and Social safeguards in County Capital projects. .*

1.2. The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II Information to consultants
- Appendix to Consultants
- Information
- Section III Terms of Reference
- Section IV- Technical
- Proposal Section V Financial
- Proposal Section VI Standard
- Contract Form

## **SECTION III – INFORMATION TO CONSULTANTS (ITC)**

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### **SECTION III: - INFORMATION TO CONSULTANTS (ITC)**

#### **2.1 Introduction**

- 2.1.1** 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 procuring entity in the Appendix.
- 2.1.2** The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3** The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4** The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5** Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6** The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

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

## **2.2 Clarification and Amendment of RFP Documents**

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of



professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

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

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

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

and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;

- (a) remuneration for staff (in the field and at headquarters), and;
- (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

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

## **2.6 Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **2.7 Evaluation of Technical Proposal**

2.7.1. The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

- (ii) Specific experience of the consultant related to the assignment (5-10)
- (iii) Adequacy of the proposed work plan and methodology in responding to the terms of reference (20-40)
- (iv) Qualifications and competence of the key staff for the assignment (30-40)
- (v) Suitability to the transfer of Technology Programme (Training) (0-10)

Total Points 100

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

## **2.8 Public Opening and Evaluation of Financial Proposal**

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

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the

consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub- clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
 $Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the

Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

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

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

2.11.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process,

until the winning firm has been notified that it has been awarded the Contract.

## 2.12 Corrupt or fraudulent practices

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

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

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



## Appendix to Information to Consultants

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

Information To Consultants	Appendix to Information to consultants
2.1 Introduction	<ul style="list-style-type: none"> <li>(i). Request for proposal is open to interested local qualified consultants.</li> <li>(ii). Consultants are encouraged to familiarize themselves with the detailed term of reference to respond appropriately.</li> <li>(iii). The method of technical evaluation will be Quality and Cost Based Selection method (QCBS).</li> <li>(iv). The Request for proposal closing/opening date is on <b>THURSDAY 29<sup>th</sup> October, 2020 (East African Time)</b>.</li> <li>(v). Performance Security equivalent to (1%) of contract price from a reputable bank or approved insurance company by <b>PPRA</b> is required before contract signing stage.</li> </ul>
2.2 Clarification and Amendment	<ul style="list-style-type: none"> <li>(i). Completed documents in plain sealed envelope, clearly marked with Tender No. MODA/SDD/OT/RFP/05/2020-2021 should be deposited in the Tender Box situated on <b>Ist Floor Telposta Towers, Wing C, Kenyatta Avenue on or before THURSDAY, 29<sup>th</sup> OCTOBER, 2020 at 10 am.</b></li> <li>(ii). Request for proposal <u>MUST</u> be addressed to, <ul style="list-style-type: none"> <li>Principal Secretary,</li> <li>Ministry of Devolution and ASALS,</li> <li>State Department of Devolution,</li> <li>P.O. Box 30004 - 00100,</li> <li><b>NAIROBI.</b></li> <li><b>Telephone +254-202217475</b></li> <li><b>+254-202215245</b></li> </ul> </li> <li>(iii). All communication between the consultant and the procuring entity shall be in writing.</li> <li>(iv). State Department of Devolution (SDD) may conduct due diligence to verify/ascertain authenticity of the information and documents submitted by the consultant.</li> </ul>

Information To Consultants	Appendix to Information to consultants
	<p>(v). Interested consultancy firms may obtain further information, clarification on proposal document at <b>Head of Supply Chain Management Services office, State Department of Devolution (SDD) at Telposta Towers 1<sup>st</sup> floor, Wing C, Kenyatta Avenue, Nairobi</b></p>
2.3 Preparation of Proposals	<p>(i). Consultants <b><u>MUST</u></b> not modify, substitute, alter/change the <b>STANDARD TENDER DOCUMENT</b> for Request for proposal. Consultants are only required to attach the necessary documents to the standard tender document. Any modifications, substitution, alterations/change of the <b>STANDARD TENDER DOCUMENT</b> will lead to disqualification of the bid.</p> <p>(ii). Consultant <b><u>MUST</u></b> submit detailed CV with detailed work experience, referees among others and relevant copies of the certificates of the <b><u>ALL</u></b> the key and support staff to be involved in the consultancy.</p> <p>(iii). Consultants <b><u>MUST</u></b> indicate the responsibilities of the staff to be involved in the assignment.</p> <p>(iv). Consultants <b><u>MUST</u></b> meet <b><u>ALL</u></b> the mandatory requirements to qualify for technical evaluation.</p> <p>(v). Consultants <b><u>MUST</u></b> submit the necessary and relevant information required as per Terms of Reference (ToR)</p> <p>(vi) The Document should be Properly Bound.</p>
2.4 Financial Proposal	<p>i) Financial proposal <b>MUST</b> be in Kenya Shillings</p> <p>ii) The financial Proposal <b>MUST</b> include government taxes and all other expenses</p> <p>iii) Consultants <b>MUST</b> submit a detailed schedule of financial proposal indicating the deliverables.</p> <p>The consultant with the highest combined score (Both technical and financial) will be invited for negotiations..</p>
2.5 Submission, Receipt and opening of proposals	<p>i) The submission of the Request for Proposal bid document <b><u>MUST</u></b> be in <b>TWO</b> separate envelopes, <b>TECHNICAL</b> and <b>FINANCIAL</b> Proposals.</p> <p>ii) The <b>TECHNICAL</b> proposal <b><u>MUST</u></b> be in Original and Copy. The ‘ORIGINAL’ and ‘COPY’ will be marked clearly on the bid documents and will be placed in a sealed envelope clearly marked <b>TECHNICAL PROPOSAL</b>.</p>

Information To Consultants	Appendix to Information to consultants
	<p style="text-align: center;"><b>NB. The STANDARD TENDER DOCUMENT for Request for Proposal must be part of TECHNICAL PROPOSAL.</b></p> <p>iii) The FINANCIAL proposal <b><u>MUST</u></b> be in Original and Copy. The ‘ORIGINAL’ and "COPY’ must be <u>marked</u> clearly on the bid documents and <b><u>will</u></b> be placed in a sealed envelope clearly marked <b>FINANCIAL PROPOSAL</b></p> <p>iv) Both envelopes of <b>the TECHNICAL AND FINANCIAL PROPOSALS</b> will be placed in an outer envelope and sealed and the envelope shall bear the tender number and name.</p> <p>iv) The outer envelope bearing <b>TECHNICAL and FINANCIAL PROPOSAL</b> shall be deposited in the <b>State Department of Devolution Tender Box located at Telposta Towers, 1<sup>st</sup> Floor, Wing C, along Kenyatta Avenue, outside Supply Chain Management offices, during normal working hours (8am to 5pm, East African Time), on or before THURSDAY 29<sup>TH</sup> Oct, 2020 At 10.00 am (East African Time).</b></p> <p>v) Request for proposal bid documents submitted after the deadline shall NOT be accepted.</p> <p>vi) Bidders/representatives are free to attend the Request for Proposal bid opening exercise at the <b>State Department of Devolution Board Room No.660 situated at 6<sup>th</sup> floor, Telposta Towers, along Kenyatta Avenue, Nairobi on the closing/opening date and time.</b></p> <p>vii) Only the <b>TECHNICAL PROPOSAL</b> will be opened on the closing/opening date and time.</p> <p>viii) Only financial proposals of the consultants who pass technical evaluation shall be opened.</p> <p>ix) Those bidders who will not qualify at the technical evaluation level will have their financial bids returned un-opened.</p> <p>x) Bulky Request for proposal bid documents that will not fit in the tender box shall be received at the <b>Head of Supply Chain Management Office at State Department of Devolution 1<sup>st</sup> Floor, Wing C, along Kenyatta Avenue, Nairobi during normal working hours (8am to 1pm and 2pm to 5pm East African Time).</b></p>

<b>Information To Consultants</b>	<b>Appendix to Information to consultants</b>																						
2.6 Evaluation of the proposal general	<p>(i). The evaluation shall be carried out as per the detailed Evaluation Criteria set in the Request for Proposal tender documents.</p> <p>(ii). The evaluation will be carried out in <b>three stage</b> evaluation process;</p> <p>(a). Preliminary stage: - Proposal must meet all the mandatory requirements at this stage to proceed to the next stage.</p> <p>(b). Technical Stage: - Proposal must attain a minimum of 60% score to proceed to the next stage of evaluation (financial).</p> <p>(c). Financial stage: - To be conducted only on firms that qualify in technical stage.</p>																						
a) Preliminary Evaluation	<p><b>CRITERIA FOR PRELIMINARY EVALUATION</b></p> <table border="1" data-bbox="548 926 1399 1852"> <thead> <tr> <th data-bbox="548 926 662 1037">NO</th> <th data-bbox="662 926 1123 1037">REQUIREMENTS</th> <th data-bbox="1123 926 1399 1037">RESPONSIVE OR NON RESPONSIVE</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 1037 662 1188">MR1</td> <td data-bbox="662 1037 1123 1188">Ensure that the Request for Proposal Document is submitted in the right format (Original and 1 copy)</td> <td data-bbox="1123 1037 1399 1188"></td> </tr> <tr> <td data-bbox="548 1188 662 1339">MR2</td> <td data-bbox="662 1188 1123 1339">The Tenderer <b>MUST</b> not modify, substitute, alter/change the <b>STANDARD TENDER DOCUMENT</b></td> <td data-bbox="1123 1188 1399 1339"></td> </tr> <tr> <td data-bbox="548 1339 662 1482">MR3</td> <td data-bbox="662 1339 1123 1482">The Tenderer <b>MUST</b> Submit copies of Certificate of Incorporation/Registration.</td> <td data-bbox="1123 1339 1399 1482"></td> </tr> <tr> <td data-bbox="548 1482 662 1556">MR4</td> <td data-bbox="662 1482 1123 1556">Tenderer to submit CR 12/13 for Limited Companies</td> <td data-bbox="1123 1482 1399 1556"></td> </tr> <tr> <td data-bbox="548 1556 662 1707">MR5</td> <td data-bbox="662 1556 1123 1707">Tenderer <b>MUST</b> submit copy of valid Tax Compliance Certificate. (and evidence provided thereof)</td> <td data-bbox="1123 1556 1399 1707"></td> </tr> <tr> <td data-bbox="548 1707 662 1852">MR6</td> <td data-bbox="662 1707 1123 1852"><b>Confidential Business Questionnaire <u>MUST</u></b> be dully filled, stamped and signed by the applicant/an authorized</td> <td data-bbox="1123 1707 1399 1852"></td> </tr> </tbody> </table>		NO	REQUIREMENTS	RESPONSIVE OR NON RESPONSIVE	MR1	Ensure that the Request for Proposal Document is submitted in the right format (Original and 1 copy)		MR2	The Tenderer <b>MUST</b> not modify, substitute, alter/change the <b>STANDARD TENDER DOCUMENT</b>		MR3	The Tenderer <b>MUST</b> Submit copies of Certificate of Incorporation/Registration.		MR4	Tenderer to submit CR 12/13 for Limited Companies		MR5	Tenderer <b>MUST</b> submit copy of valid Tax Compliance Certificate. (and evidence provided thereof)		MR6	<b>Confidential Business Questionnaire <u>MUST</u></b> be dully filled, stamped and signed by the applicant/an authorized	
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Information To Consultants	Appendix to Information to consultants			
		representative who has a power of attorney		
	MR7	The Anti-Corruption Declaration Commitment/Pledge <b><u>MUST</u></b> be dully filled, stamped and signed by the applicant/an authorized representative who has a power of attorney		
	MR8	Valid Trade License(s) – copies <b><u>MUST</u></b> be attached as appropriate.		
	MR9	Reliable communication services e.g. fixed line telephone, fax, P.O. Box, Cellphone Number, Emails and Website address, etc.		
	MR10	Evidence of past performance in consultancy services– copies of Service Orders (S.Os.) Contracts etc		
	MR11	All pages in the bid document should be paginated, stamped and signed.		
	MR12	The Tenderer <b><u>MUST</u></b> Submit Tender Security (Bid Bond) of NOT more than 2% of tender sum, valid for 180 days (i.e. 30 days after the tender validity period).		
	MR13	Tenderers shall provide evidence of certified audited accounts for at least three years preceding the current audit year.		
	MR14	Attach a valid AGPO certificate		
	<p>KEY MR Mandatory Requirement</p> <p><b>The tenderer with Non Responsive submission in either of the above will be eliminated and NOT considered for further evaluation.</b></p>			

Information To Consultants	Appendix to Information to consultants
b) Technical Evaluation	Detailed evaluation criteria refer to Terms of Reference section 8.1 (Evaluation criteria)
c) Financial proposal	<p>(i) <b>Form of Tender <u>MUST</u></b> be duly filled, signed and stamped by the applicant/an authorized representative who has a power of attorney (and evidence provided thereof) <b>NB:-The filled form of tender <u>MUST</u> be enclosed together with the financial proposal.</b></p> <p>ii) The financial proposal <b><u>MUST</u></b> include government taxes and all other expenses.</p> <p>iii) Consultants <b><u>MUST</u></b> submit a detailed schedule of financial proposal indicating the deliverables.</p> <p>iv) The Formulae for calculating the Financial score is as follows</p> $Sf = 100 \times \frac{FM}{F}$ <p>Key :</p> <ul style="list-style-type: none"> <li>a) Sf is the financial score;</li> <li>b) Fm is the lowest priced financial proposal</li> <li>c) F is the price of the proposal under consideration</li> </ul> <p><u>Combined Scores</u></p> <p>Proposals will be ranked according to their combined technical (<i>St</i>) and financial (<i>Sf</i>) scores using the weights</p> <p><i>T</i>=the weight given to the Technical Proposal:</p> <p><i>P</i> = the weight given to the Financial Proposal;</p> <p><i>T + p = I</i>) indicated in the Appendix.</p> <p>The combined technical and financial score (<i>S</i>) formulae is calculated as follows:-</p> $S = St \times T \% + Sf \times P \%$

<b>Information To Consultants</b>	<b>Appendix to Information to consultants</b>
	<p>The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>iv) The consultant with the highest combined score (Both technical and financial) will be invited for negotiations.</p>
2.7 Evaluation of Technical Proposal	<p>i) Evaluation shall be carried out in strict adherence to the terms of reference.</p> <p>ii) Evaluation shall be carried out in line with the detailed evaluation criteria set out in the request for proposal documents.</p> <p>iii) Technical proposal that attain a minimum of 70% score shall be considered responsive and shall proceed to the next stage of financial evaluation.</p>
2.8 Opening and evaluation of financial proposals	<p>(i) Only Technical Proposal that attained a minimum of 60% score at technical evaluation will be considered at this stage and their financial proposals will be opened.</p> <p>(ii) Invited Bidders/representative will be free to attend the financial proposal opening exercise.</p> <p>(iii) Bidders whose Technical Proposals were not successful shall not be invited for the Opening of the Financial Proposals neither shall they be notified of the results of the Technical Proposals' Evaluation until the process of Tender Evaluation is completed and Tender Award results are published/announced (in conformity to ITC Clause No. 2.11.1).</p> <p>(iv) The Financial Proposals of the Consultants with the responsive Technical Proposals shall be ranked and one with the highest combined (Technical and Financial) score may be recommended for Contract Negotiation and award.</p>
2.9 Negotiations	<p>Negotiations to be carried out as per section 128 of the act, However, the ministry will use competitive negotiations as per section 131 of the act in the event of a tie in combined scores, prices or budget excess.</p> <p>The technically responsive Request for Proposal/Tender with the</p>

<b>Information To Consultants</b>	<b>Appendix to Information to consultants</b>
	highest combined Technical and Financial Proposal shall be invited for negotiation. Where weight for technical score <b>T= 0.8</b> and financial Proposal <b>P= 0.2</b>
2.10 Award of Contract	The consultant will commence the obligation of the contract immediately after negotiations or as may be agreed upon at contract signing.
2.11 Confidentiality	The clients and consultant shall ensure confidentiality during contract period.



## **SECTION IV: - 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.

# TECHNICAL PROPOSAL

## Table of Contents

1.	Technical proposal submission form	Page
2.	Firms references	
3.	Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4.	Description of the methodology and work plan for performing the assignment	
5.	Team composition and Task assignments	
6.	Format of curriculum vitae (CV) for proposed Professional staff	
7.	Time schedule for professional personnel	
8.	Activity (work schedule)	

**1. 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-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 Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
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 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.

**14. 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: \_

---

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

## 8. ACTIVITY

**(WORK) SCHEDULE (a). Field Investigation  
and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>n</sup> d	3 <sup>r</sup> d	4 <sup>t</sup> h	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>t</sup> h	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

**(b). Completion and Submission of Reports**

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

## **SECTION V: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

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

**SECTION V - 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. Reimbursable per activity	
6. Miscellaneous expenses	

**1. FINANCIAL 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. Our attached Financial Proposal is for the sum of ( \_\_\_\_\_  
\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
:  
\_\_\_\_\_ *[Name and Title of Signatory]:*  
\_\_\_\_\_ *[Name of Firm]*  
\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

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



**4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

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

## 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_

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

## 6. MISCELLANEOUS EXPENSES

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

---

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

## **SECTION VI: - TERMS OF REFERENCE**

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Training (where appropriate),
- (e) Reports and Time Schedule,
- (f) Data Services, Personnel and Facilities to be provided by the Client, and
- (g) Terms of Payment.

## **CONSULTANCY SERVICES TO ASSESS COMPLIANCE WITH ENVIRONMENTAL AND SOCIAL SAFEGUARDS IN COUNTY CAPITAL PROJECTS**

### **1.0 Introduction and Background**

The promulgation of the Constitution of Kenya 2010 changed the way the state relates to its citizens. It provided national values and principles of governance and leadership that must guide and be adhered to by those acting for the state. The Constitution established a system of devolved government in accordance with the Objects and Principles of Devolution as articulated by Articles 174 and 175.

In 2016, the State Department for Devolution (SDD) started a Performance For Results (PFR) grant scheme to counties called Kenya Devolution Support Program (KDSP). The goal of the program is to support counties as the centers of service delivery and economic growth in five key result areas namely: Public Financial Management, fiscal responsibility, human resource development, environmental and social accountability and, civic education and public participation.

The KDSP advice document spells out the guidelines on the project's capital investments. SDD supports the county governments to adhere to these requirements by guiding them through the project planning and implementation phases. It does this by undertaking due diligence, review, supervision, and capacity building programs. During the project implementation phase, counties are required to undertake environmental and social risk management assessments. These inform the affected people and communities through information disclosure and consultations. These guide in the preparation and implementation of safeguard plans, monitoring the implementation of these plans. This culminates in the preparation and submission of monitoring reports in accordance with the applicable safeguards.

The State Department wishes to assess compliance with Environmental and Social Risk Management (ESRM) requirements among counties who have benefited from the projects' level two grants. This assessment will be informed by KDSP's advice document. Further, given that the SDD has invested a lot to build the capacity of counties in ESRM, the assessment will also seek to establish compliance with applicable ESRM guidelines in the implementation of other development projects not under the KDSP program. This will enable the State Department to establish the impact of capacity building on

ESRM in the counties.

## 2.0 General Objective

The main objective of the assignment is to assess county compliance with environmental and social safeguards in the implementation of KDSP funded projects.

## 3.0 Specific Objectives

The specific objectives of the assessment are to:

- I. Determine the levels of County governments' compliance with social and environmental safeguards in project implementation under KDSP program based on global best practices.
- II. To establish the extent to which counties apply Environmental and Social Risk Management practices in other capital projects not under KDSP program
- III. Develop an Environmental and Social Risk Management (ESRM) Action Plan (AP) to promote compliance with ESRM in the county governments.

## 4.0 Scope of Work

The assignment shall cover the forty-seven (47) counties. The focus should be on all capital projects being implemented in the counties in all sectors. Special attention must however be given to projects funded under the KDSP.

## 5.0 Expected Deliverables

The following are the key deliverables for the assignment

- i) Inception Report submitted within fourteen (14) days of signing contract.
- ii) Draft ESRM Assessment Report presented to the client for feedback within 70 days of signing the contract
- iii) Environmental and Social Risk Management (ESRM) Action Plan (AP) within 90 days of signing the contract.
- iv) Stakeholder review and validation reports on the ESRM Action Plan within 100 days of signing the contract.
- v) Final ESRM Action Plan to be presented within 120 days of signing contract
- vi) Consultant's report with recommendations to the client within 120 days of signing contract.

## 6.0 Timelines and Payment Schedules

The consultancy will be undertaken over a period of four (4) months or approximately 120 days of professional services. The payment schedule is as indicted herein.

S/N	Milestone	Deliverables	Timeline	% Payment
1	Inception	Inception report	14 days	10%
2	Draft ESRM Assessment Report presented to the client for feedback	Assessment report	70 days	30%
3	Submit Environmental and Social Risk Management (ESRM) Action Plan (AP)	ESRM action plan	90 days	

4	Submit review and validation reports on the ESRM Action Plan within 100 days of signing the contract.	Review and validation reports	100 days	
5	Submission of the final ESRM Action Plan	Final ESRM Action Plan	120 days	
6	Submit consultant's report with recommendations to the client	Consultant's report	120 days	60%

## **7.0 Qualification of the Consultancy Firm**

### **7.1 General qualifications of the consultancy firm**

The firm should be duly registered in Kenya, in good legal standing and with ten (10) years of existence and at least five (5) years' experience in carrying out similar assignments.

### **7.2 Key Staffs**

The Consultant team will include key experts for the assignment with demonstrated expertise:

#### **7.2.1 Lead Consultant:**

A trained Environmental Specialist/Socio-Economist/Sociologist or any other social science with a minimum of Master's Degree in a relevant area from a recognized University. Must also be registered by NEMA as an EIA Lead Expert and with at least ten (10) years' experience in environmental and social risk assessment.

Specifically, He / She must exhibit the following competencies:

- Good knowledge and experience in project design, implementation.
- Experience in assessing the following social aspects of development projects: health and safety aspects, involuntary resettlement and gender issues, etc.,
- Monitoring, evaluation and conformity assessment.
- Proficiency in project assessment, monitoring and evaluation software.
- Proficiency in Word Processing.
- Written and spoken English and Kiswahili
- Excellent technical and analytical skills.
- Ability to work effectively in multicultural environments in Kenya

#### **7.2.2 Social Risk Specialist**

The successful consultancy firm must have a Lead Social Risk Management Expert whose academic qualifications shall be a minimum of a Master's Degree in Sociology/ Community Development or a relevant social science with at least five (5) years' experience in. The key specialists must be available for the assignment on a full-time basis.

He/ She must be proficient in:

- Knowledge and experience in field studies and community/stakeholder engagement and facilitation, practical expertise in public consultation, conflict and dispute resolution and communications.
- Project Assessment, monitoring and evaluation software.

- Proficiency in Word Processing.
- Written and spoken English and Kiswahili
- Have excellent technical and analytical skills.
- Able to work effectively in multicultural environments in Kenya.

## 9.0 Evaluation Criteria

### 9.1 Technical Evaluation

<b>ITEM</b>	<b>Weight</b>	<b>Maximum Points</b>
<p><b>1. The Lead Consultant's Qualifications</b></p> <p><b>a) Environment</b></p> <ul style="list-style-type: none"> <li>• Degree in any of the following areas: Environment, Sociology, Economics, Socio-Economics or any other social science</li> <li>• Professional qualification: Must be registered by NEMA as an EIA Lead Expert</li> <li>• Masters in a relevant area</li> </ul> <p><b>b) Social Risk Management</b></p> <ul style="list-style-type: none"> <li>• Degree in Sociology/ Community Development or a relevant social science</li> <li>• Professional qualification: Must be registered with the relevant professional body</li> <li>• Masters in a relevant area</li> </ul> <p>a) Lead consultant Environment:</p> <ol style="list-style-type: none"> <li>At least Ten (10) years' experience in undertaking similar assignments</li> <li>Evidence of experience in assessing the following social aspects of development projects: health and safety aspects, involuntary resettlement and gender issues</li> </ol> <p>b) Lead consultant Social Risk Management:</p> <ol style="list-style-type: none"> <li>At least Five (5) years' experience in undertaking similar assignments</li> <li>Evidence of experience in field studies and community/stakeholder engagement and facilitation, practical expertise in public consultation, conflict and dispute resolution and communications</li> </ol>	20%	<p>2</p> <p>2</p> <p>1</p> <p>2</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>



<b>2.Methodology and work plan</b>	40%	
a) Understanding of the Terms of Reference		4
b) Proposed Methodology		
i. Understanding of the objectives of the assignment		6
ii. Clarity: are the various elements coherent and the decision points well defined?		6
iii. Flexibility and adaptability of the methodology proposed		6
iv. Timelines of output: are the outputs issued in timely manner?		6
v. Logistics: consultants; approach to logistics in terms of planning		6
vi. Quality management: quality management plan		
<b>2. Qualification and Competencies of key staff</b>	30%	
a) Firm: minimum of Five (5) years' experience in undertaking similar assignments.		10
b) Firm: Proven track record in assessment of environmental and social safeguards compliance		6
c) Key staff: in any of the following areas: Environment, Sociology, Economics, Socio-Economics Sociology/ Community Development or relevant social science with experience of 5 years in similar assignments/working with counties <b>(At least 5 at 1Mk each)</b>		5
3. Competencies		9
a) Analytical skills (3 marks)		
b) Written English (3 marks)		
d) Interpersonal skills (3 marks)		
4.Demonstrate ability to transfer knowledge through training	10%	10
<b>TOTAL</b>	<b>100%</b>	<b>100</b>

Only technical proposals that attain a minimum of 60% score shall be considered responsive and shall proceed to the next stage (financial evaluation).

### 10.0 Management of the Assignment

The Consultant shall report to the PS, Ministry of Devolution, and State Department of Devolution for the operational aspects of the program. The consultant will work under the supervision and technical direction of the Director, Technical Assistance within the State Department of Devolution, who will provide reports and any data required in their custody.

### Application Process

Interested and qualified candidates should submit their applications which should include the following:

1. Details of the CV for the experts for the assignment

2. Detailed proposal for implementing the assignment covering all the evaluation areas.

Please quote **“Consultancy to assess compliance of environmental and social safeguards in county capital projects”** on the subject line.

**SECTION VII:**  
**STANDARD FORMS OF**  
**CONTRACT**

- a.** ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

**ANNEX I**

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES**

Large Assignments  
(Lump- Sum payment)

**CONTENTS**

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## **Special Notes**

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
  
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

**CONTRACT FOR CONSULTANT'S SERVICES**

Large Assignments (Lump-Sum Payments)

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*



(iv)

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the  
\_\_\_\_\_day of the month of  
\_\_\_\_\_ [month], [year], between

\_\_\_\_\_,  
[name of client] of [or whose registered office is situated at  
] \_\_\_\_\_ [location of office] (hereinafter  
called the "Client") of the one part AND

-  
\_\_\_\_\_  
r whose [name of consultant] of [o  
registered office is situated  
at]  
\_\_\_\_\_ [location of  
office] (hereinafter called the "Consultant") of the other part.

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list]

Appendix A: Description of  
the Services  
Appendix B: Reporting  
Requirements  
Appendix C: Key Personnel and Sub  
consultants  
Appendix D: Breakdown of Contract  
Price in  
Foreign Currency  
Appendix E: Breakdown of Contract  
Price in Local Currency  
Appendix F: Services and Facilities Provided  
by the Client

(v)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ [*name of client*]

[*full name of Client's authorised representative*]

---

[*title*] \_\_\_\_\_ [*signature*] \_\_\_\_\_

[*date*] \_\_\_\_\_

For and on behalf of \_\_\_\_\_ [*name of consultant*]

[*full name of Consultant's authorized representative*] \_\_\_\_\_

[*title*] \_\_\_\_\_

[*signature*] \_\_\_\_\_ [*date*] \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

**1.3 Language**

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at

such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1. Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.1 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.2 Extension Any period within which a Party shall, pursuant to this Of Time Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.3 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if the Consultant becomes insolvent or bankrupt;
- c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.



“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

a) if the Client in his sole discretion decides to terminate this Contract.

2.6.2. Termination By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.2 Payment Upon termination of this Contract pursuant to Clauses upon 2.6.1 or 2.6.2, the Client shall make the following Termination payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

(ix)

### 3. OBLIGATIONS OF THE CONSULTANT

3.1 General           The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2.1 Consultant (i)   The remuneration of the Consultant pursuant to Not to Clause 6 shall constitute the Consultant's sole Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept Discounts, for his own benefit any trade commission, Etc. discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultant** The Consultant agrees that, during the term of this and Contract and after its termination, the Consultant Affiliates and his affiliates, as well as any Sub consultant Not to be and any of his affiliates, shall be disqualified from Otherwise providing goods, works or services (other than the Interested in Services and any continuation thereof) for any Project resulting from or closely related to the Services.

**3.2.3 Prohibition** Neither the Consultant nor his sub consultant[s] of nor their personnel shall engage, either directly or Conflicting indirectly in any of the following activities: Activities

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality** The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's

business or operations without the prior written consent of the Client.

- 3.4 Insurance to be Taken Out by the Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

- 3.5 Consultant's Approval The Consultant shall obtain the Client's prior Actions Requiring approval in writing before taking any of the Client's Prior following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

- 3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

- 3.7 Documents All plans, drawings, specifications, designs, reports and prepared by other documents and software submitted by the Consult- the Consult- ant in accordance with Clause 3.6 shall become and ant to Be remain the property of the Client and the Consultant the Property shall, not later than upon termination or expiration of this

of the Client Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### 4. CONSULTANT'S PERSONNEL

4.1 Description The titles, agreed job descriptions, minimum qualifications of Personnel and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal (a) Except as the Client may otherwise agree, no changes and/or shall be made in the Key Personnel. If for any reason Replacement beyond the reasonable control of the Consultant, it Of Personnel becomes necessary to replace any of the Key

Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have  
(i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

### 5.2 Change in the Applicable Law taxes

If after the date of this Contract, there is any change in the Laws of Kenya with respect to

and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2

(a) or (b), as the case may be.

### 5.3 Services and Facilities the

The Client shall make available to the Consultant Services and Facilities listed under Appendix F.

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### 6.2 Contract Price forth

- (a) The price payable in foreign currency is set in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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 .

## 7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days

after receipt by one Party of the other Party's request for such amicable settlement may 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.



## **SECTION VIII SPECIAL CONDITIONS OF CONTRACT**

**The special Conditions of contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.**

- 4.1 The successful Tenderers MUST furnish the procuring Entity with a Performance Security of Ten Percent (10%) of the total Tender sum before signing the contract.
- 4.2 The commencement period will be immediately after the signing of the contract.
- 4.3 The applicable law will be Kenya Law.

## SECTION IX. APPENDICES

### APPENDIX A – DESCRIPTION OF THE SERVICES

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### APPENDIX B – REPORTING REQUIREMENTS

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

*List under:* C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

### APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

*List here the elements of cost used to arrive at the breakdown of the*

*lump-sum price – local currency portion.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

(xx)

*This appendix will exclusively be used for determining remuneration for additional services.*

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE  
CLIENT

**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 OF TENDER**

**Form of Tender (Note: Form of Tender to be submitted in the sealed Financial Proposal)**

To: ..... Date. ....  
.....  
.....

Name and address of procuring entity Tender No.....

Tender Name.....  
.....  
.....

Gentlemen and/or Ladies:-

1.Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, I/we the undersigned, offer to provide **Consultancy Services to assess compliance with Environmental and Social safeguards in County Capital Projects.**

under this tender in conformity with the said Tender document for the sum of KShs.....

.....  
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 provide the Insurance Cover Services in accordance with the conditions of the tender.

3. 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
[Signature] [In the capacity of]  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## Registration Data/Confidential Business Questionnaire

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/Supplier/Consultant .....

Location ..... of ..... business ..... premises/Physical address.....

Plot ..... No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... Email .....

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

Registration Certificate No./ID No./Certificate of Incorporation No.....

PIN No.....

Tax Compliance status .....

Business permit/License No.....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch .....

	<p><b>Part 2 (a) – Sole Proprietor</b></p>																				
	Your name in full ..... Age ..... Business Name..... Nationality ..... Country of origin ..... County of Operation..... • Citizenship ..... detail • .....																				
	<p><b>Part 2 (b) Partnership</b></p>																				
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....
	Name	Nationality	Citizenship Details	Shares																	
1.	.....	.....	.....	.....																	
2.	.....	.....	.....	.....																	
3.	.....	.....	.....	.....																	

4. ....  
 ....  
 Business contact information  
 Tel ..... No.....  
 Email.....  
 (In case of more than two partners, kindly attach information required above)  
 County .....  
 Operation.....

Part 2 (c) – Registered Company

Private ..... or ..... Public

State the nominal and issued capital of company-  
 Nominal Kshs. ....  
 Issued Kshs. ....

Give details of all directors, shareholders and beneficial owners as follows:

Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

Directors' contact information  
 Tel ..... No.....  
 Email.....  
 (In case of more than one Director, kindly attach information required above)  
 County of Operation.....

Date ..... Stamp/Seal...  
 .....Signature of Applicant .....



If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

**\*Disclaimer**

**The information provided above should be complete, accurate, adequate and reliable. Any false information will lead to disqualification of the bidder.**

**Anti-Corruption Declaration Commitment/ Pledge**

*(Sections 62 of the PPAD Act, 2015)*

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/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful and I/We am/are not debarred from participating in procurement proceedings.

Authorized Signature.....

Name.....

Title of Signatory.....

**TENDER-SECURING DECLARATION FORM**

The Bidder shall complete in this Form in accordance with the instructions indicated Date: ----  
----- (as day, month and year) of Bid Submission] Tender No.  
----- [insert number of bidding process] To: -----  
----[insert complete name of Purchaser] We, the undersigned, declare that: 1. We understand  
that, according to your conditions, bids must be supported by a Bid- Securing Declaration. 2.  
We accept that we will automatically be suspended from being eligible for bidding in any  
contract with the Purchaser for the period of time of -----[insert number of months or  
years]starting on -----[insert date],if we are in breach of our obligation(s) under  
the bid conditions, because we – (a) Have withdrawn our Bid during the period of bid validity  
specified by us in the Bidding Data Sheet; or (b) Having been notified of the acceptance of our  
Bid by the Purchaser during the period of bid validity; (i) Fail or refuse to execute the Contract,  
if required, or (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.  
3. We understand that this Bid Securing Declaration shall expire if we are not the successful  
Bidder, upon the earlier of; (i) Our receipt of a copy of your notification of the name of the  
successful Bidder; or (ii) Twenty-eight days after the expiration of our Tender. 4. We understand  
that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint  
Venture that submits the bid, and the Joint Venture has not been legally constituted at the time  
of bidding, the Bid Securing Declaration shall be in the names of all future partners as named  
in the letter of intent. Signed: ----- [insert signature of person whose name  
and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid  
Securing Declaration] Name: [insert complete name of person signing the Bid Securing  
Declaration] Duly authorized to sign the bid for and on behalf of: [insert complete name of  
Bidder] Dated on ..... day of .....,..... [Insert date of signing]

**PERFORMANCE SECURITY FORM**

To .....  
[*name of Procuring entity*]

WHEREAS ..... [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

FORM RB 1

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW  
BOARD

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

BETWEEN

.....

APPLICANT

AND

.....RESPONDENT

(Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED..... (Applicant)

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

---

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

..... day of .....20.....

SIGNED  
Board Secretary