



**MINISTRY OF TRANSPORT, INFRASTRUCTURE,
HOUSING, URBAN DEVELOPMENT AND PUBLIC
WORKS**

State Department for Shipping and Maritime

TENDER NO. MoTIHUD&PW/SDMA/RFP001/2021-2022

REQUEST FOR PROPOSALS

FOR

**CONSULTANCY SERVICES FOR DEVELOPMENT OF INLAND WATER
DEVELOPMENT POLICY, SHIP BUILDING AND REPAIR STRATEGY AND
SHIPPING OPERATIONS IN SMALL PORTS STRATEGY**

CLOSING DATE: NOVEMBER 9TH 2021

Table of Contents

SECTION I - LETTER OF INVITATION	3
SECTION II - INFORMATION TO CONSULTANT	4
SECTION IV - INFORMATION TO CONSULTANT	12
SECTION IV: - FINANCIAL PROPOSAL	30
SECTION V - STANDARD FORMS	31
SECTION V – TERMS OF REFERENCE	36
SECTION VII – CONFIDENTIAL BUSINESS QUESTIONNAIRE	41
SECTION VIII – DECLARATION FORMS	43
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.	43

SECTION I - LETTER OF INVITATION

TENDER REF: MoTIHUD&PW/SDMA/RFP001/2021-2022

DATE: 26TH OCTOBER, 2021

TENDER NAME: DEVELOPMENT OF INLAND WATER DEVELOPMENT POLICY, SHIP BUILDING AND REPAIR STRATEGY AND SHIPPING OPERATIONS IN SMALL PORTS STRATEGY

- 1.1 The State Department of Shipping and Maritime in the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works invites technical and financial proposals for the above consultancy services.
- 1.2 The overall objective of the assignment is to develop Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy for sustainable utilization of the maritime industry and thus contribute to the country's GDP as envisaged in the Kenya Vision 2030.
- 1.3 The request for proposals (RFP) includes the following documents:
 - Section I – Letter of Invitation
 - Section II – Information to Consultant
 - Section III – Technical Proposals
 - Section IV – Financial Proposals
 - Section V – Terms of Reference
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at 8th floor NSSF Annex, Social Security Building, Nairobi, Bishop Road or be addressed and posted to:

Principal Secretary

State Department for Shipping and Maritime

P.O. Box 52692-00100

NAIROBI

NSSF ANNEX BUILDING, 8TH FLOOR

Email address: psmaritimesshipping@gmail.com ; and

SECTION II - INFORMATION TO CONSULTANT

2.1 Introduction

- 2.1.1 The State Department for Shipping and Maritime in the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works will select a consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultant. In such a case the highest ranked consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, the consultant is encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Consultants may request clarification of any of the RFP documents not later than five (5) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultant invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended consultant amend the RFP. Any amendment shall be issued in writing or email to all invited consultant and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 5 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The consultant's proposal shall be written in English language.

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

2.3.3 While preparing the Technical proposal, the consultant must give particulars attention to the following: -

- (a) If a consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A consultant will not propose other consultant invited to submit proposals for the assignment. Any consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

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

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

2.4 Financial proposal

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

- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings (KES).
- 2.4.4 The Financial proposal must remain valid for 120 days after the submission date. During this period the consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultant who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant. Any such corrections must be initialled by the consultant.
- 2.5.2 For each proposal the consultant shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked "**FINANCIAL PROPOSAL**". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultant and clearly marked "**DO NOT OPEN before at 9TH NOVEMBER, 2021 at 10.00 A.M.**"

- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultant. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the consultant unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the consultant number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

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

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria;

No	Item	Weight
1	Experience of the Firm	25
2	Personnel Qualifications	45
3	Adequacy of methodology and work plan in response to the terms of reference.	30
Total Marks		100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

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

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the consultant who choose to attend the opening. The name of the consultant, the technical score and the proposed fees

shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

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

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 20 Points

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

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

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultant. The purpose of the negotiations is for

the procuring entity and the consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other consultant that they were unsuccessful and return the financial proposals of the consultant who did not pass technical evaluation.

2.10.2 The selected consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultant or any other date agreed with the procuring entity.

2.11 Confidentiality

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

SECTION IV - INFORMATION TO CONSULTANT

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

Clause Reference

2.1 The name of the client is: **State Department for Shipping and Maritime in the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works**

2.1.1 (a) Tenderers Eligibility: **Open to interested eligible tenderers.**
(b) The method of selection is: **Quality and Cost Based method**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are:

Name of the assignment: **Development of Inland water development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy.**

The objective of the consulting assignment is to assist the State Department:

To develop Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy for sustainable utilization of the maritime industry and thus contribute to the country's GDP as envisaged in the Kenya Vision 2030.

Deliverables:

In consultation with staff of the SDSM, the consultancy will develop:

- a) Inland Water Development (IWD) Policy in Kenya;
- b) Ship Building and Repair Strategy; and
- c) Shipping Operations in Small Ports Strategy

Description of the Assignment: - **Refer Terms of Reference**

2.1.3 A pre-proposal conference will be held: **No**

However, Consultant are allowed to seek clarifications on RFP-**see 2.6.1**

2.1.4The State Department for Shipping and Maritime in the Ministry of Transport,

Infrastructure, Housing, Urban Development and Public Works will provide the following input:

(i) All relevant documents and information required for the assignment to the successful bidder.

2.1.5 (i) The estimated number of professional staff months required for the assignment is; - **Refer to Terms of Reference and Evaluation criteria**

(ii) The minimum required experience of proposed professional staff is: - **Refer to Terms of Reference and Evaluation criteria**

2.1.6 (i) Training is a specific component of this assignment: **No**

(ii) Additional information in the Technical Proposal includes: Refer to the **Terms of Reference**

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]: the consultant shall be responsible for payment of all applicable taxes

2.1.8 Consultant must submit an original and a copy of each proposal.

2.1.9 The proposal submission address is:

Principal Secretary
State Department for Shipping and Maritime
P.O. Box 52692-00100
NAIROBI
NSSF ANNEX BUILDING, 8TH FLOOR
Email address: psmaritimesshipping@gmail.com; and

Place the documents in the TENDER BOX at NSSF ANNEX BUILDING, 8TH FLOOR

Information on the outer envelope should also include: **Request for Proposal No. MoTIHUD&PW/SDMA/RFP001/2021-2022 "Development of Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy", Do Not Open Before 9TH NOVEMBER, 2021**

2.1.10 Proposals must be submitted not later than the following date and time: on or before **9TH NOVEMBER, 2021 at 10.00 A.M.**

2.1.11 The Department Officials to be contacted for additional

information or Clarifications is the Head of Procurement of email address: **sdmaprourement@gmail.com**

2.1.12 The minimum technical score required to pass: **80%**

2.1.13 The weights given to the Technical and Financial Proposals are:

T=80%

P=20%

2.1.14 The assignment is expected to commence in immediately the contract is signed.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant 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 consultant or the Special Conditions of contract.

The technical proposal shall be prepared and submitted by the consultant.

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Proposed staff to undertake the assignment
- (f) Consultancy services activities times' schedule.

(To be prepared by the consultant as appropriate)

- 3.4 Before proceeding to the technical proposal, the following mandatory requirements have to be met: -

STAGE 1: PRELIMINARY/MANDATORY REQUIREMENTS

No	Requirements	REMARKS (Y/N)
1	Valid Tax Compliance Certificates from Kenya Revenue Authority (KRA)	
2	Certificate of Incorporation/Registration Certificate	
3	Trade license and/or Single Business permit/Unified Business Permit for 2021 issued by relevant government agency	
4	Attach Valid Copies of Financial Audited statements for the last 3 years i.e., 2018, 2019 and 2020.	
5	Submit a Signed Declaration statement stating that you have NOT been debarred by Public Procurement Regulatory Authority (PPRA) in the provided format.	
6	Submit a Signed Declaration statement that you will not be involved in corrupt or fraudulent practices in the provided format.	
7	Duly, Filled, Signed and stamped Confidential Business Questionnaire in the provided format.	
8	Provide ONE ORIGINAL and ONE COPY of tender document properly bound and paginated/serialized/numbered in a sequential manner on all pages and all attachments.	
OVERALL REMARKS		

NB: Please note that all the above requirements shall be treated as Mandatory and will form part of the Tender Responsiveness. Only bidders who meet the above shall proceed to the technical evaluation stage for further evaluation.

TECHNICAL EVALUATION

The Point's breakdown is as indicated below: -

For functionality, the following criteria will be applicable and the maximum value of each criterion is indicated as below: -

No	ITEM	WEIGHT	MAX POINTS
1	Experience of the Firm		
a	9 years of experience: Attach certificate of incorporation as evidence	9	25
b	Attach At least three copies of contract/LSO Document for similar services done	8	
c	Attach three reference/recommendation letters of similar services form reputable clients	8	
2	Personnel Qualifications		
a	Lead Consultant Qualifications		23
i	<p>Academic Qualification</p> <p>i. At least a First degree in a relevant field with bias in either Strategic Planning, Public Policy, Development Studies, Economic policy and Planning, Shipping and Maritime studies, or Transport Logistics;</p> <p>ii. Master's Degree in any of the above will be an added advantage</p>	8	
ii	Relevant Professional Qualification /certification	5	
iii	<p>Experience:</p> <p>i. At least five years professional experience in strategic planning, policy formulation and management</p> <p>ii. Prior working experience in the development of Strategic plans/policies for will be added advantage</p> <p>iii. Demonstrated experience in working with government and other stakeholders in public sector development programs especially in the area of maritime transport services.</p>	10	

	<p>Skills and Competencies:</p> <ul style="list-style-type: none"> i) Ability to work with minimal supervision; ii) Ability to adhere to deadlines; iii) High level written and oral communications skills in English; iv) Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity; v) Demonstrate excellent interpersonal and professional skills in interacting with government and stakeholders; vi) Skills in facilitation of stakeholder engagements/workshops; vii) Evidence of having undertaken similar assignments; viii) Experience in research, Strategic Planning, policy development and management. 		
b	<p>Other Consultants' Qualifications (Environmentalist, Sociologist, Land Economist Experts (3No.))</p>		
i	<ul style="list-style-type: none"> i) Bachelor's Degree in Development Studies, Management Studies, Sociology, Strategic Planning, Economics, Shipping and Maritime Studies, Environmental Studies or any related field ii) Master's Degree in any of the above will be an added advantage 	5	14
ii	Attach Professional Qualification/Certification	4	
iii	5 years of experience	5	
c	<p>Support Experts (2No.)</p>		
i	Bachelor's level experts in either Development Studies, Environment, Economics, Sociology, Shipping and Maritime Studies, Strategic Planning, Transport and Logistics and related fields	3	8
ii	At least three years' experience in conducting three (3) policy formulation, planning, and development related assignments	5	
3	<p>Adequacy of methodology and work plan in response to the terms of reference.</p>		30
TOTAL MARKS			100

NB: Pass mark is 80% marks and above to proceed to the next

PROJECT DURATION: The assignment is expected to take 3 months upon contract signing.

SECTION III- TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form...	21
2. Firms references	22
3. Comments and suggestions of consultant on the Terms of reference and on data, services and facilities to be provided by the procuring entity	23
4. Description of the methodology and work plan for performing the assignment...	24
5. Team composition and Task assignments	25
6. Format of curriculum vitae (CV) for proposed Professional staff.	26
7. Time schedule for professional personnel	28
8. Activity (work schedule)	29

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 Nine 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: assignment.	Clients contact person for the
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultant. If any: No of Months of Professional Staff provided by Associated Consultant:	
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 CONSULTANT 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.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:
[Signature of staff member]

_____ Date; _____
[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Days (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 Days

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
3. Draft Final Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal the weight for financial proposal is 20%

- 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 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 where applicable.
- 4.4 The financial proposal shall be prepared and submitted by the consultant. It shall contain the following:
 - (a) Submission letter indicating total fees
 - (b) Summary of costs
 - (c) Breakdown of fees per activity
 - (d) Breakdown of reimbursable costs/expenses per activity
 - (e) Miscellaneous expenses

(To be prepared by the consultant as appropriate)

SECTION V - STANDARD FORMS

Table of Contents

		Page
1.	Financial proposal submission Form...	32
2.	Summary of costs	33
3.	Breakdown of remuneration per activity...	34
4.	Miscellaneous expenses	35

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)-Kshs	Amount(s)- Kshs
a) Employee Engagement Survey b) Workplace Audit		
Subtotal		
Taxes		
Total Amount of Financial Proposal		

**3. BREAKDOWN OF REMUNERATION PER
ACTIVITY (Indicate where applicable as
appropriate).**

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

4. MISCELLANEOUS EXPENSES (Indicate where Applicable as appropriate)

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.					
	Grand Total				<hr/>

SECTION V – TERMS OF REFERENCE

1. Background

The State Department was established vide an Executive Order No. 1 of 2016. The overall mandate is to promote shipping and maritime industry in Kenya. In an effort to enhance social and economic development, the Government took cognisance of the potentials in the Blue Economy. It introduced the Blue Economy as the eighth sector of the Economic Pillar in the Third Medium Term Plan (MTPIII) 2018-2022 of the Kenyan Vision 2030. The MTP III recognizes the sector as one of the emerging economic frontiers that is expected to significantly contribute to the country's economic growth and as an enabler for Big 4 Agenda.

To sustainably utilise resources in the maritime industry, it is critical to have some institutional and legal frameworks. Towards this the State Department has planned to develop Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy.

2. Terms of Reference (TORS)

TERMS OF REFERENCE (TORS) FOR THE DEVELOPMENT OF INLAND WATER DEVELOPMENT POLICY, SHIP BUILDING AND REPAIR STRATEGY AND SHIPPING OPERATIONS IN SMALL PORTS STRATEGY IN KENYA

The State Department for Shipping and Maritime (SDSM) requires a consultant to develop Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy in Kenya.

Consultancy	Development of Inland water development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy
Objective	To develop Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy for sustainable utilization of the maritime industry and thus contribute to the country's GDP as envisaged in the Kenya Vision 2030.
Background	The State Department was established vide an Executive Order No. 1 of 2016. The overall mandate is to promote shipping and maritime industry in Kenya. In an effort to enhance social and economic development, the Government took cognisance of the potentials in the Blue Economy. It introduced the Blue Economy as the eighth sector of the Economic Pillar in the Third Medium Term Plan (MTPIII) 2018-2022 of the Kenyan Vision 2030. The MTP III recognizes the sector as one of the emerging economic frontiers that is expected to

	<p>significantly contribute to the country's economic growth and as an enabler for Big 4 Agenda.</p> <p>To sustainably utilise resources in the maritime industry, it is critical to have some institutional and legal frameworks. Towards this the State Department has planned to develop Inland Water Development Policy, Ship Building and Repair Strategy and Shipping Operations in Small Ports Strategy.</p>
<p>Scope of Work</p>	<p>In consultation with staff of the SDSM, the consultancy will develop:</p> <ul style="list-style-type: none"> a) Inland Water Development (IWD) Policy in Kenya; b) Ship Building and Repair Strategy; and c) Shipping Operations in Small Ports Strategy
<p>Specific tasks:</p>	<p>The consultant is expected to:</p> <ul style="list-style-type: none"> a) Prepare an Inception Report; b) In Consultation with SDSM, draft; <ul style="list-style-type: none"> i. IWD Policy in Kenya; ii. Ship Building and Repair Strategy iii. Shipping Operations in Small Ports Strategy c) Liaise with relevant key stakeholders to gather their views and linkages towards realising the potentials in the maritime industry within 1 week after submission of 2nd draft d) Facilitate consultation workshop with SDSM and other key stakeholders to prioritize future strategic direction for the maritime industry and synthesize their inputs e) Finalise the three (3) documents.
<p>Expected Deliverables</p>	<p>The Consultancy will be required to prepare and submit the following:</p> <ul style="list-style-type: none"> a. An Inception Report within 2 weeks after signing the contract; b. First Drafts of the three (3) documents within 2 weeks: <ul style="list-style-type: none"> i. IWD Policy ii. Ship Building and Repair Strategy iii. Shipping Operations in Small Ports Strategy c. Reviewed 2nd Drafts of the 3 documents within 1 week at the end of the internal consultative process; d. Final documents (3) within 2 weeks after validation with external stakeholders i.e. <ul style="list-style-type: none"> i. IWD Policy ii. Ship building and Repair Strategy iii. Shipping Operation in Small Ports Strategy

Methodology	The Consultancy is expected to widely undertake literature review on issues on Maritime industry both within Kenya, regional and at global levels. The consultant will work in close cooperation with the SDSM. The consultant is further expected to familiarise with expectations of the Ministry's down-stream institutions. The consultancy will report to the Head of Planning for guidance.
EXPERTISE	<p>a) Academic Qualifications</p> <p>i. At least a First degree in a relevant field with bias in either Strategic Planning, Public Policy, Development Studies, Economic policy and Planning, Shipping and Maritime studies, or Transport Logistics;</p> <p>ii. Master's Degree in any of the above will be an added advantage.</p> <p>b) Experience</p> <p>i) At least five years professional experience in strategic planning, policy formulation and management</p> <p>ii) Prior working experience in the development of Strategic plans/policies for will be added advantage</p> <p>iii) Demonstrated experience in working with government and other stakeholders in public sector development programs especially in the area of maritime transport services.</p> <p>c) Skills and Competencies:</p> <p>i) Ability to work with minimal supervision;</p> <p>ii) Ability to adhere to deadlines;</p> <p>iii) High level written and oral communications skills in English;</p> <p>iv) Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity;</p> <p>v) Demonstrate excellent interpersonal and professional skills in interacting with government and stakeholders;</p> <p>vi) Skills in facilitation of stakeholder engagements/workshops;</p> <p>vii) Evidence of having undertaken similar assignments;</p> <p>viii) Experience in research, Strategic Planning, policy development and management.</p>
Implementation Period	3 months upon contract signing

Location	Nairobi with some movement to coastal and inland waters region
Institutional Arrangements	The Consultant will report directly to the Principal Secretary or an appointed officer who will provide relevant background documents necessary for the assignment and shall be responsible for the coordination of meetings and other activities under the Consultancy.
Application Procedure	<p>This is an open Tender and you are hereby requested to submit the proposal on how you intend to carry out the assignment, the financial bid and other relevant documents to support the application in a sealed envelope, addressed to:</p> <p>Principal Secretary State Department of Shipping and Maritime P.O. Box 52692-00100 NAIROBI TRANSCOM BUILDING Email address: psmaritimeshipping@gmail.com; and</p> <p>Place the documents in the TENDER BOX at.....</p>
Closing Date for Submission of Applications	<p>..... day of 2021</p> <p>1700 HOURS.</p>

SECTION VII – 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 applies to your type of business.

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

Part 1 - General:

Business Name.....

Location of business premises.....

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

Postal Address.....Tel No.

Nature of business.....

Current Trade License No.Expiring date

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your bankers

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			

Part 2(c) - Registered Company:

Private or Public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name	Nationality*	Citizenship Details**	Shares***
1.....			
2.....			
3.....			

Date: _____ **Signature of Bidder:** _____

SECTION VIII – DECLARATION FORMS

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

I, of Post Office Box being
a resident of in the Republic of

do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date) Bidder Official Stamp

SECTION IX - STANDARD CONTRACT FORM

CONSULANCY/DESIGN (Lumpsum payments)

This Agreement, [hereinafter called "the Contract"] is entered into this _____
[insert starting date of assignment], by and between.

_____ [insert Client's name] of [or whose
registered office is situated at] _____ [insert
Client's address] (hereinafter called "the Client") of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows: -

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."
2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs. _____ upon signing the contract.

Kshs. _____ upon the Client's receipt of the Draft Final Report, acceptable to the Client; and

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

Kshs. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration**

A. Coordinator

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

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

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name_____

Title _____

Signature_____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____