



COUNTY GOVERNMENT OF KISUMU

City of Kisumu

Kisumu Urban Project (KUP)

Request for Expressions of Interest (REOI)

Consulting services for the “*Feasibility Study, Environmental and Social Studies, Support to the City of Kisumu to implement the project for the rehabilitation, upgrading and expansion of Jubilee Market and the development of the surrounding area*” (hereinafter “The Jubilee project”).

EoI No: CCK/KUP/EoI/2019/001

APRIL 2019.

The Government of Kenya has received grant financing from the French Development Agency's (AFD) Study and Capacity Building Fund (SCBF) for preparing a project for the rehabilitation, upgrading and expansion of Jubilee market and the development of the surrounding area. The City of Kisumu (hereinafter "The Client"), under the overall guidance of the Ministry for Transport, Infrastructure Housing and Urban Development and Public Works intends to use part of the funds thereof for payments under the following project *"Feasibility Study, Environmental and Social Studies, Support to the City of Kisumu implementing the project for the rehabilitation, upgrading and expansion of Jubilee Market and the development of the surrounding area"* (hereinafter "The Jubilee project").

The project includes rehabilitation, upgrading and expansion of Jubilee market (including building works, access roads, water and sanitation, fencing, lighting), improvement of solid waste management, capacity building for traders, improving market operations and management, institutional strengthening for City of Kisumu and County Government officials. The study will also include proposing relevant infrastructure developments in the area surrounding Jubilee market.

The assignment will take place in Kisumu and will involve meetings with the City of Kisumu, County officials, and project stakeholders to determine the viability of the project and its implementation arrangements.

The Services of the consultant shall consist of:

- Phase 1 (firm phase):
 - a Feasibility Study for the Jubilee project which shall include a technical, socio-economic, commercial, financial and institutional diagnosis of the market and its integration within the county agri-food system,
 - preparation of Request for Proposal document for the consultant who will undertake Preliminary designs, Detailed design and Works Supervision,
 - preparation of Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP),
- Phase 2 (optional phase):
 - support to the Client in its relation with the consultant recruited to carry out project designs and works supervision: tendering process, review of technical proposals.
 - determination of the future market business and management model,
- Phase 3 (optional phase):
 - support to the Client for ESIA and RAP implementation,
 - support to the Client during the market construction works and first months of operation.

Neither design studies nor works supervision are included within the scope of this assignment.

The City of Kisumu hereby invites consultants to express their interest in delivering the services described above.

Eligibility criteria to AFD's financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website www.afd.fr.

Interested consultants must provide information evidencing that they are qualified and experienced to perform the Services. For that purpose, documented evidence of recent and similar services shall be submitted.

If the consultant is a Joint Venture (JV), the Expression of Interest shall include a copy of the JV Agreement entered into by all members. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful proposal shall be signed by all members and submitted with the Expression of Interest, together with a copy of the proposed Agreement.

In order to confirm their eligibility for AFD's financing, consultants should submit with their Expression of Interest a duly signed Statement of Integrity (appended to this EoI).

Determination of the similarity / suitability of the experiences will be based on:

- contracts size,
- the nature of services (feasibility study, assistance to project owners, preparation and implementation of Environmental and Social documents...),
- the technical area and expertise (expertise in urban development projects, markets development, work with local authorities),
- the location of previous assignments in the region.

The Client will also take into account during the evaluation of the applications the following information:

- skills and availability of in-house technical back-up experts provided to the on-site experts,
- local representatives/ partners,
- quality assurance procedures and certifications of the consultant,
- financial turnover and financial results for the three last years.

The Consultants are expected to be from an international firm in association with a local firm or having local representation.

Among the submitted applications, the City of Kisumu will shortlist a maximum of 6 consultants, to whom the Request for Proposals to carry out the services shall be sent.

Expressions of Interest must be submitted to the address below not later than **21st May, 2019**.

City Manager
City of Kisumu
City Hall, Court Road
P.O. Box 105, 40100 Kisumu
Kenya
E-mail: townclerk_kisumu@yahoo.com

Interested consultants may obtain further information at the address below during office hours:

City Manager
City of Kisumu
City Hall, Court Road
P.O. Box 105, 40100 Kisumu
Kenya
E-mail: townclerk_kisumu@yahoo.com

Appendix to the Request for Expressions of Interest
(to be submitted with the application, signed and unaltered)

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
- ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts,

records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.