



REPUBLIC OF KENYA

MINISTRY OF ENVIRONMENT AND FORESTRY

REQUEST FOR PROPOSAL

TENDER NO: MOE&F/UOPS/003/2017 -2018

FOR

**RECRUITMENT OF LEGAL CONSULTANT TO DEVELOP A
NATIONAL OVERVIEW OF THE ARTISANAL SMALL SCALE
GOLD MINING (ASGM) SECTOR**

**CLOSING DATE: 26TH MARCH, 2018
AT 11.00 A.M. (EAST AFRICAN TIME)**

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I. Letter of Invitation	4
SECTION II. Information to consultants.....	6
Appendix to information to Consultants.....	12
SECTION III Technical Proposal	14
SECTION IV.Financial Proposal	24
SECTION V Terms of Reference	26
Annex I. Large or Small Assignments: Time-Based Payments	

INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments which are for time based payments.
3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
4. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

LETTER OF INVITATION

TO.....

Date **05-01-2018**

Dear Sir/Madam,

RE:Request for Proposal for Recruitment of Consultant to Develop a National Overview of the Artisanal Small Scale Gold Mining (ASGM) Sector. (LEGAL CONSULTANT)

TENDER NO: MOE&F/UOPS/003/2017 -2018

The Ministry of Environment and Natural Resources through the State Department of Environment invites proposals for the above consultancy services.

Both the technical and financial proposal **sealed in an envelope** and clearly marked “Consultancy services for Recruitment of Consultant to Develop a National Overview of the Artisanal Small Scale Gold Mining (ASGM) Sector and “economist and Financial expert ” should be sealed in an envelope and deposited in the tender box located on 11th Floor reception or addressed to the

Principal Secretary,
Ministry of Environment and Forestry,
P.O. Box 30126
NAIROBI

So as to reach him on or before **26th March, 2018at11.00 A.M**

Yours sincerely
Principal Secretary

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The **Ministry of Environment and Forestry (ME&F)** will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in this bid document.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named.
- 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
- 2.1.4 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.
- 2.1.5 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.6 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 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. 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 Individual consultant's 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, the consultant 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 has an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in the TOR, 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 staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) Any additional information requested

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 this RFP document. 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

2.4.3 Consultants shall express the price of their services in Kenya Shillings or an easily convertible international currency.

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 120 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, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations 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 this proposal, the consultants shall prepare and submit one original document. The Technical and Financial Proposal shall be marked **“ORIGINAL”**. The original of the Technical and financial Proposal shall be placed in a sealed envelope clearly marked and placed in a sealed envelope. The outer envelope shall bear the submission address and other information indicated below and is clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”** Completed proposal documents in plain sealed envelopes clearly indicating the proposal No. and addressed to:-

Principal Secretary,
Ministry of Environment and Forestry
P.O. Box 30126
NAIROBI

Should be deposited in the tender box situated on the 11th floor, NHIF Building Ragati Road so as to be received on or before **26th March, 2018 at 11.00 A.M**

2.5.3 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.4 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. 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

	Points
(i) Academic qualifications, experience and relevance	20
Experience in ASGM, Minamata and mining sector operations, chemicals and waste management policy and legal issues	25
(ii) Analytical and report writing skills	20
(iii) Knowledge and experience of economist and financial	25
(iv) Experience in result based management	10
Total Points	<u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 70 points out of 100 points. The total technical score will constitute 70% of the total mark. Financial bids for those who score less than 70 points will be returned unopened to the respective tenderers.

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, their Financial Proposals will be returned after completing the selection process. The Client will simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and will be open to those consultants who choose to attend. The opening date shall not be sooner than four (4) 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 will 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 un priced 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, 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; $T + p = 1$). 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 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 this bid document. 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 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.
- 2.9.4 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.
- 2.9.5 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 the contract.
- 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.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III- TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To:
Principal Secretary,
Ministry of Environment and Natural Resources
State Department of Environment

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for consultancy services **for Recruitment of Consultant to Develop a National Overview of the Artisanal Small Scale Gold Mining (ASGM) Sector** in accordance with your Request for Proposal **dated 30th January 2017** we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal

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:]*

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 Approx. Value of Services (Kshs)
	(Month/Year):
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

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.

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

- 1.
- 2.
- 3.

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

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,days,hours (-----) (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

[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	
4. Interim Progress Report	
3. Draft Report	
4. Final Report	
NB; Amend as necessary	

SECTION IV: - 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 easily convertible international currency 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 IV - FINANCIAL PROPOSAL STANDARD FORMS
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/>

SECTION V: - TERMS OF REFERENCE



MINISTRY OF ENVIRONMENT AND FORESTRY

TERMS OF REFERENCE

Terms of Reference for the economist and financial experts Consultancy to Develop National Overview of the ASGM Sector, including Baseline Estimates of Mercury Use and Practices

Economic and Financial Consultant

1. Background

Kenya has received a grant from the Global Environment Facility towards development of a national action Plan NAP to address artisanal gold mining in Kenya under the Minamata convention on mercury

The background information on the convention is available on www.minamata.org. Specifically the guideline for develop a NAP is detailed in the document.

The consultant must read the prodoc document of the project on linkages between sound chemicals management, waste management in general and health care waste in particular and how open burning of waste leads to emissions of unintentionally produced persistent organic pollutants (UPOPs).

2. Objective of the Consultancy

The overall objective of the consultancy is establish a national overview of the ASGM sector, including baseline estimates of mercury use and practices and thus gets a full understanding of comprehensive information of the ASGM sector in Kenya using the methodology developed by UN Environment.

3. Methodology

The baseline study will help develop a national overview of the ASGM sector in Kenya and will entail the following.

1. Desk study that will entail compiling all available information on ASGM. The desk study will be complemented by the interviews with the key stakeholders at the national and local level.
2. Field visits at the selected ASGM sites in Kenya in order to collect more in depth information via interviews with mining community, observations and physical measurements.

3. Scope of Work

The lead consultant will use three other thematic consultants to gather national information on the following, using the methodology developed by the UN Environment.

- a) Legal and regulatory status of ASGM;
- b) Baseline estimates of mercury emissions and releases from the ASGM sector; Using the Minamata Convention guidelines;
- c) Policies surrounding ASGM;
- d) Geographic distribution of ASGM;
- e) Economics, such as earnings per capita, mercury supply, use and demand, information on gold trade and export, cost of living, and access to finance for miners. The project will search in particular for information about gender and children aspects of the ASGM economics;
- f) Size of the formal and informal ASGM economy;
- g) Information about access to basic education, health care (including health effects of mercury exposure) and other services in mining communities;
- h) Information about access to technical assistance for miners;
- i) Leadership and organization of ASGM at national and local levels.
- j) Information gaps at the local and national scale that can be addressed;
- k) Known information about the influence of ASGM practices and policies in neighbouring countries.

Task of the Consultant

- a) Plan field trips (e.g. choose areas to visit, schedule trip, etc.) and make needed logistical arrangements;
- b) Collect and analyse data during field research trips (e.g. visit mining sites, interview miners and their families, etc.), based on UN Environment toolkit and NAP guidance document;
- c) Conduct desk research on available information on ASGM sector in Kenya, according to the categories listed above;
- d) Develop a draft and finalize national overview of the social economic and financial aspects of the ASGM sector, and develop problem statement list.

4. Experiences for the Consultant

The project will be awarded to a recognized institution which can propose a research team with the following criteria:

- Experience of conducting social economic and financing baseline studies, impact assessments, at national and regional level.
- 5 years' proven experience in the social economic sector
- Knowledge of existing research networks, international partnerships and experience in the ASGM sector.
- Previous experience in the mining sector especially within ASM and with community based enterprises will be an advantage.
- Expert knowledge of research techniques and participatory research methods as well as of quantitative research methods.
- Ability to present data concisely and clearly.
- Demonstrable policy on research ethics including protection and respect for privacy; and
- Disclosure of conflict of interest.

Qualifications

The lead consultant will be able to work with diverse professionals and experts and may have the following qualifications:

1. Minimum educational background: , economics, Finance mining, engineering, Law, Policy, Social Sciences and Natural Sciences etc.
2. Professional experience in the dealing with communities and other vulnerable groups mining sector with special emphasis in ASGM .

3. Past consulting experiences in baseline surveys/assessments and dealing with chemicals multilateral environmental agreements for example Minamata Convention on Mercury will be an added advantage.
4. Knowledge of national, regional and financing mechanisms such as the Global Environment Facility GEF international legislations including on international conventions and especially the Minamata Convention.
5. Skills in data acquisition and management, and basic knowledge of the scientific method.
6. Good problem-solving skills, open minded, able to take initiative and be proactive in daily tasks
7. Excellent experiences in stakeholder engagement.
8. Past trainings on UN environment on conducting mercury inventory will be an added advantage.

1. Evaluation Criteria

Only candidates obtaining a minimum of 70 points will be considered

Criteria	Weight	Max. Point
<i>Technical</i>	<i>100%</i>	<i>100</i>
Academic qualifications, experience and relevance.	20	20
Experience in ASGM, Minamata and Mining Sector Operations ,chemicals and waste management policy and legal issues	25%	25
Knowledge of and experience	25%	25
Analytical and report writing skills	20%	20
Experience in result-based management.	10%	10

2. Duration of assignment, duty of station and expected places of travel

The assignment is expected to be carried out between February 2018 to March 2018. The Ministry of Environment and natural Resources will cater for the travel costs out of Nairobi as well as convening and supporting one stakeholder meeting.

3. Remuneration

The remunerations will be considered as follows:

Duration is 20 days

- Payment will be based on Government of Kenya terms and condition for the relevant contract modality.
- Payment will be done against a disbursement schedule as will be outlined in the contract and based on receipt of clearly defined deliverables with a specific timeline.
- Transport for field work will be provided by the Ministry.
- Maximum of 10 days in the field, DSA will be provided to the consultant and or his team while in the field.

4. Application process

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

- Technical proposal explaining why you are the most suitable for the work

- Provide a brief methodology on how they will approach and conduct the work.
- Financial proposal indicating break down of activities/ tasks and the daily rates, total amount per each task and the lump sum amount for the total deliverables.
- Personal CV including past experience in similar projects and at least 3 references.

Contact

Further information on this short term consultancy is available from the Principal Secretary, Ministry of Environment and Forestry, NHIF Building, 12th Floor.

The Principal Secretary
Ministry of Environment and Forestry
P.O.Box 30126
NAIROBI
NHIF Building, 11th floor
Attention: Head of Supply Chain Management

ANNEX I

SAMPLE CONTRACT FOR CONSULTING SERVICES

TIME-BASED PAYMENTS

CONTRACT

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

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

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

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as “the Services”, and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in

Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

(ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing through to _____ [Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing.

3. . Payment A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below

Kshs _____ upon the Client's receipt of a an inception report prepared and signed by the Consultant;

Kshs _____ upon the Client's receipt of the mid term draft report and draft strategy, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the draft final strategy, acceptable to the Client.

Kshs _____ upon the Client's receipt of the endorsed final climate change strategy as well as the final consultants report.

Kshs _____ Total

C. Payment Conditions

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

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

4. Project A. Coordinator

Administration

The Client designates _____

[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance

The Consultant undertakes to perform the Services with

Standard

the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the 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

Any studies, reports or other material, graphic, software

Material

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

The Consultant agrees that during the term of this

to be Engaged

Contract and after its termination, the Consultant and

in Certain

any entity affiliated with the Consultant shall be

Activities

disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing

The Contract shall be governed by the Laws of Kenya and

Contract and

the language of the Contract shall be English Language.

Language

12. Dispute

Any dispute arising out of this Contract which cannot be

Resolution

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

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____