

# REPUBLIC OF KENYA



## MINISTRY OF ENVIRONMENT AND FORESTRY

P. O. Box 30126 - 01300  
N.H.I.F Building Ragati Road,  
Nairobi, Kenya

REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY TO  
SURVEY THE WASTE MANAGEMENT, EXTENT AND IMPACT OF  
LEACHATE POLLUTION IN WESTERN KENYA

**RFP NO.MOE&F/MEAS/UPOPS/RFP/013/2020-2021**

*Closing date: 16th December  
2020 Time: 10:00 am local time*

**DECEMBER 2020**

Invitation for Tender No: MOE&F/MEAS/UPOPS/RFP/013/2020-2021  
Issued on: 1<sup>st</sup> December 2020

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## SECTION I- LETTER OF INVITATION

- 1.1 The Ministry of Environment and Forestry invites sealed bids from qualified consultancy firms to participate in **Request for Proposal for Provision of Consultancy to Survey the Waste Management, Extent and Impact of Leachate Pollution in Western Kenya**.
- 1.2 Further information as pertaining to this Proposal may be obtained during working hours (Monday to Friday) between 9:00am and 5:00pm using the following address: The Principal Secretary, Ministry of Environment and Forestry P.O. Box 30126-01300 Nairobi, or Supply Chain Section located on the eleventh floor of N.H.I.F Building Ragati Road, Nairobi.
- 1.3 Eligible candidates may obtain further information from and inspect the tender documents at the **Ministry of Environment and Forestry's Supplies Chain Management Office**, (11<sup>th</sup> Floor, N.H.I.F Building along Ragati Road, Nairobi), during normal working hours.
- 1.4 A complete set of tender documents containing detailed information may be obtained from the Supplies Section, Ministry of Environment and Forestry Headquarters, (11<sup>th</sup> Floor, N.H.I.F Building along Ragati Road, Nairobi) upon payment of Non-refundable fee of Kshs.1,000.00 in cash or Bankers Cheque payable to Principal Secretary, Ministry of Environment, or downloaded from the ministry's website: [www.environment.go.ke](http://www.environment.go.ke) for free OR the public procurement information portal links: <https://www.tenders.go.ke/website>. Bidders who download the tender document are advised to sign a tender register at the Ministry's Supplies Section (11<sup>th</sup> Floor, N.H.I.F Building along Ragati Road, Nairobi) or email their contact address using the email: [procurement@environment.go.ke](mailto:procurement@environment.go.ke) before the tender closing date. This is for purposes of communicating any clarification or addendum.
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 (One Hundred and Twenty) days from the closing date of the tender. Failure to attach Tender Security or the Tender Securing Declaration Form will lead to automatic rejection of the tender.
- 1.1 All tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked '**Provision of Consultancy to Survey the Waste Management, Extent and Impact of Leachate Pollution in Western Kenya**'. Proposal and Financial Proposal are to be put in different envelopes clearly marked "Technical Proposal" and "Financial Proposal" and sealed in one envelope. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the Reception Area of the Ministry of Environment and Forestry's Offices (11<sup>th</sup> Floor, N.H.I.F Building along Ragati Road, Nairobi) and addressed to,

**The Principal Secretary**  
**Ministry of Environment and Forestry,**  
**P. O. Box 30126-01300,**  
**NAIROBI.**

so as to be received on or before **Wednesday 16th December 2020**. Late bids will not be accepted and will be returned unopened.

- 12 The Technical Proposal will be opened immediately after the closing time i.e. **Wednesday 16th December, 2020 at 10:00am East African Time** in the presence of the Candidates or the representatives who choose to attend at the Ministry of Environment and Forestry's Conference Room, located at 12th floor of the N.H.I.F. Building along Ragati Road, Nairobi. The Financial Proposals for bidders meeting the Technical requirements will be opened upon finalization of the Technical Proposal evaluation.

**Supply Chain Management**

**For: Principal Secretary,**

**Dated: 1<sup>st</sup> December 2020**

## SECTION II - INFORMATION TO CONSULTANTS (ITC)

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

### **2.1 Introduction**

- 2.1.1 The Procuring Entity will select a firm or firms among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Procuring Entity in writing regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact in writing the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 Please note that:
- (i) The costs of preparing the proposal and of negotiating the Contract, including any visit to the Procuring Entity are not reimbursable as a direct cost of the assignment; and
  - (ii) The Procuring Entity is not bound to accept any of the proposals submitted.
- 2.1.5 The Procuring Entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.6 The price to be charged for the physical tender document shall be KShs.1, 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 on 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 or electronic mail to the Procuring Entity's address indicated in the Appendix "ITC". The Procuring Entity will respond by paper mail 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 date of proposals, the Procuring Entity 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, Print media or E-mail to all invited consultants and will be binding on them. The Procuring Entity may at his discretion extend the deadline for the submission of proposals through an addendum.

### **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language.

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

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

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

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

- (i) A brief description of the firm's organization and an outline of recent



experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference ,a list of services and facilities to be provided by theProcuring Entity.
- (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 theirtiming.
- (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) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staffteam member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component ofthe assignment.
- (viii) Any additional information requested inAppendix "A".

2.3.5 The Technical Proposal shall not include anyfinancial information.

## **2.4 Preparation ofFinancial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms(Section V).

It lists all costs associated with the assignment including;

- (a) Remuneration for staff (in the field and atheadquarters),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 downbyactivity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for **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 Procuring Entity will make his best effort to complete negotiations within this period. If the Procuring Entity 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) 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 each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, the tender reference number **(MOE&F/MEAS/UOPS/RFP/013/2020-2021)** and other information indicated below and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE.**" And addressed as follows;  
**The Principal Secretary,  
Ministry of Environment and Forestry  
RFP No. MOE&F/MEAS/UOPS/RFP/013/2020-2021  
P. O. Box 30126 - 01300  
Nairobi**
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be

returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the outer envelope and the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed, marked with tender number allocated at the time of opening of the outer envelope and together with the opened technical proposal deposited with a responsible officer of the Procuring Entity 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 Procuring Entity on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Procuring Entity 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 tender evaluation committee appointed by the Procuring Entity shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying broadly (but not exclusively) the evaluation criteria as follows:

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed workplan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
<b>Total Points</b>	<b><u>100</u></b>

2.7.2 Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to all important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC". The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the Procuring Entity. **At tenderer must score a minimum of 70% on the technical Proposal to qualify for financial evaluation.**

## 2.8 Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Procuring Entity shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The procuring entity shall simultaneously notify consultants who have secured the minimum qualifying mark indicating the date and time set for opening the financial proposal and stating that the opening ceremony is open to those consultants who choose to attend. The opening shall not be sooner than seven (7) days after the notification date.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The names of the consultant, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes.
- 2.8.3 The evaluation committee will determine whether the Financial Proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors). The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows:-  
 $Sf = 100 \times FM / F$  where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P$   
%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.6 Price variations are not allowed for this tender
- 2.8.7 Selected bidders will be invited to make presentations to the Board of Trustees before contract is awarded at a date to be advised. The presentation will be expected to major on compliance to the TOR set in this document.

## 2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as "address to send information to"

the Procuring Entity” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Procuring Entity and Bidder 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 Procuring Entity to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, and the Procuring Entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Procuring Entity will require assurances that the experts will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Procuring Entity and the selected firm will initial the agreed Contract. If negotiations fail, the Procuring Entity will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The Procuring Entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Procuring Entity 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(s) is expected to commence the assignment on the date and at the location specified in “Appendix “A”.

- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Procuring Entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The Procuring Entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderers shall sign a declaration that they have not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The Procuring Entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix A - Information to Consultants (ITC)

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

INFORMATION TO CONSULTANTS REFERENCE	Particulars of Appendix to Information to Consultants
2.1.1	The name of the Procuring Entity: <b>Ministry of Environment and Forestry</b> The method of selection is: <b>Quality and Cost Based Selection</b>
2.1.2	Technical and Financial proposal are requested: <b>Yes</b>  The name and description of the assignment is: <b>'Provision of Consultancy to Survey the Waste Management, Extent and Impact of Leachate Pollution in Western Kenya'</b>
2.1.3	A pre-proposal conference will be held: <b>No</b>  The name, address, and telephone numbers of the client(s) is: <b>The Principal Secretary, Ministry of Environment and Forestry, N.H.I.F Building situated along Ragati Road, Upper Hill, Nairobi; Tel: 020 2730808/09, E-mail: <a href="mailto:psoffice@environment.go.ke">psoffice@environment.go.ke</a></b> between 9:00am and 5:00pm from Monday to Friday.
2.3.3	The assignment will be undertaken by a team of international and national consultants or a consortium of consultants
2.5.2	Consultant must submit an <b>original and one (1) additional copy</b> of each proposal.
2.5.3	Proposal documents should be deposited in the <b>Tender Box at the reception area of Ministry of Environment and Forestry</b> on the eleventh (11 <sup>th</sup> ) floor of N.H.I.F. Building, along Ragati Road, Nairobi so as to be received on or before <b>Wednesday 16<sup>th</sup> December, 2020 at 10:00am</b> . Information on the outer envelope should include the procuring entity address and the Request for Proposal number.
2.5.4	The proposal must be submitted not later than <b>Wednesday 16<sup>th</sup> August 2020 at 10:00am</b> .



2.6.1	The address to send information to the client is: <b>The Principal Secretary Ministry of Environment and Forestry P. O. Box 30126 - 01300 Nairobi, Kenya, Tel: 020 2730808/09, E-mail: <a href="mailto:psoffice@environment.go.ke">psoffice@environment.go.ke</a></b>
2.8.1	The opening date for the financial proposal shall be done by the tender evaluation committee after technical evaluation. All non-responsive tenderers in the technical evaluation will have their financials returned un-opened.

## 2.7.1 EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSAL

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Compliance with Technical Requirements
3. Stage 3: Financial Evaluation
4. Stage 4: Combining Financial and Technical scores
5. Stage 5: Recommendations

### Stage 1: Compliance to Mandatory Requirements (MR)

The first stage of the evaluation will involve determination of responsiveness to the Mandatory Requirements of the request for proposal and will include:

No.	Requirements	Tenderer's Response
MR1	Provide documentary evidence (copy) of Company's Certificate of Incorporation or Business Registration Certificate.	
MR2	Provide copy of the <b>company's PIN and current/valid Certificate of Tax Compliance</b> issued by Kenya Revenue Authority (KRA) <b>valid at least up to</b> tender opening date	
MR3	KRA PIN	
MR4	Duly filled and signed and stamped form of tender with a validity of 120 days	
MR5	Submit a completed duly filled, signed and stamped company profile using the confidential Business Questionnaire provided in this tender document	
MR6	Duly serialized and paginated bid document with all the attachments included.	

MR7	Duly filled, signed and stamped Declaration letter that tenderer have never and shall not engage in any corrupt or fraudulent practices in the procurement proceedings	
MR8	Duly filled, signed and stamped Declaration letter that the firm/person and his or her subcontractor if any is not debarred from participating in procurement proceedings	
MR9	Duly filled, signed and stamped Declaration letter that the firm/person is not guilty of any serious violation of fair employment laws and practices	

Tenders who do not satisfy any of the above requirements shall be considered **Non-responsive** and their tenders will not be evaluated further.

Bidders who satisfy **all mandatory** requirements will be progressed to the Technical Evaluation Stage.

## STAGE 2: COMPLIANCE WITH THE TECHNICAL REQUIREMENTS

Proposals meeting all the mandatory requirements will be subjected to Technical Evaluation based on the criteria given below:

S/no.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
1.	Specific and Technical experience of the consultant in analysis and research on impacts of solid waste management on human health and environment related to the assignment (list the assignments, respective clients and dates). Attach Evidence; certificate of completion agreements/contracts, LSO, LPOs etc.) Provide a list of at least clients (complete with address and telephone numbers) of which the firm has provided similar services in the last 5 years. <b>The tenderer should avail reference letters confirming the same.</b> The Ministry may conduct due diligence to verify the information provided.		Four (4) marks for each assignment up to a maximum of 5 assignments	20

2.	Previous Experience in result-based management (list the assignments, respective clients and dates). Attach Evidence;		❖ Two (2) marks for each assignment up to a maximum of 5 assignments	<b>10</b>
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	Agreements/ contracts, LSO, LPOs etc.)			
3.	<p>Demonstrable knowledge and experience sugar industries pollution and environmental management issues, waste management and design of waste management facilities for solid waste and wastewater treatment.</p> <ul style="list-style-type: none"> <li>❖ Provide list of the assignments, respective clients, dates and contract amount; and</li> <li>❖ Provide list of published report and/or High-level written draft in sugar industries pollution and environmental management issues, waste management and design of waste management facilities for solid waste and waste water treatment.</li> </ul>		<p>(i.) Relevant experience in years</p> <ul style="list-style-type: none"> <li>❖ &gt;10years -12%</li> <li>❖ 5-9years -8%</li> <li>❖ &lt;5years -3%</li> </ul> <p>(ii.) Reports</p> <ul style="list-style-type: none"> <li>❖ Published reports -5%</li> <li>❖ High-level written draft. -3%</li> </ul>	<b>20</b>
4.	<p>Relevant academic qualifications and background of Team Leader and Expert(s).</p> <p>a) PHD in a relevant field in any the following background that is relevant to the assignment:-</p> <ol style="list-style-type: none"> <li>i.) GIS</li> <li>ii.) Solid Waste Management</li> <li>iii.) Physiochemical analysis</li> <li>iv.) Any other relevant field</li> </ol> <p>It is expected that the assignment will be carried out by a team of 3 or more consultants that incorporate participation of Kenyan nationals under a one firm. The team shall consist of the key staff comprising of Team Leader with relevant qualifications and experience.</p> <p><b>(Provide evidence using CVs and relevant professional certificates with relevant Professional bodies or equivalent otherwise no score).</b> Technical staff with post-graduate</p>		<ul style="list-style-type: none"> <li>❖ PhD in a relevant field -20%</li> <li>❖ Master's Degree in any other of the backgrounds listed in the second column -15%</li> </ul>	<b>20</b>

	degree in the relevant area must provide evidence.			
5.	<p>Adequacy of the proposed work plan and methodology in responding to the terms of reference</p> <p>Assignment specific competencies which shall be considered:</p> <ul style="list-style-type: none"> <li>❖ Analysis of the impacts of solid waste management on human health and environment;</li> <li>❖ Knowledge in elements of pollution control;</li> <li>❖ Knowledge of National Water Resources Strategy, National Water Master Plan and the International Conventions in regard to sustainable water and waste management;</li> <li>❖ Experience in sampling and laboratory analysis of toxic chemical elements;</li> <li>❖ Experience in the development and review of policy, strategy and plans as related to chemicals and solid waste and wastewater management; and,</li> <li>❖ Experience in sugar industries pollution and environmental management issues, linkages to health and environment as well as social economic factors, technical support to donor funded projects will be an added advantage.</li> <li>❖ Ability to deliver the assignment under a very short timeline</li> </ul>		<p>Approach to the consultancy</p> <p>Adequacy of the work plan -10%</p> <p>Composition, qualifications and experience of the key personnel of consulting firm -5%</p> <p>Turn-around time -5%</p>	<b>20</b>
6.	<ul style="list-style-type: none"> <li>❖ Analytical and report writing skills</li> <li>❖ Provide a <b>one-page brief</b> on the framework of how you will undertake/implement the study</li> </ul>		<p>A written brief not more than a page on the implementation plan of the study as per the TOR -10%</p>	<b>10</b>

			(Each relevant assignment -2 % up to a max.of10%)  A written brief not morethan a page on the implementation plan of the study as per theTOR - 10%	
	<b>Total</b>			<b>100</b>

The consultant will be required to score a minimum of **70% and above** on the technical Evaluation to qualify to have their financial bids opened for evaluation.

**Stage 3: Financial Evaluation**

Upon attaining the minimum score of **70% and above** on the Technical Evaluation to qualify to have their financial bids opened for evaluation. Bidders who fail to achieve the minimum technical score will have their financial bids returned as per section 2.8.1 of this document

**Stage 4: Combining Financial and Technical Scores**

Combining Financial and Technical score will be carried out as per clause 2.8.4 the weight to be assigned for the technical scores (t) will be 80% while the financial scores (p) will be 20%. The bidder(s) with the highest combined financial and technical score will be recommended for the award.

**Stage 5: Recommendation**

The bidder(s) with the highest combined financial and technical score will be recommended for the award.

## SECTION III: - TERMS OF REFERENCE



### MINISTRY OF ENVIRONMENT AND FORESTRY GEF/UNDP/GOK Project Sound Chemicals Management, Mainstreaming and UPOPs Reduction

#### TERMS OF REFERENCE FOR A CONSULTANCY TO SURVEY THE WASTE MANAGEMENT, EXTENT AND IMPACT OF LEACHATE POLLUTION IN WESTERN KENYA.

##### 1. Background and context.

Towards the end of 2019, the media was awash with news on the pollution of water bodies and especially Lake Victoria which they called “a Poison Lake”. The main sources of pollution at the time was said to be coming mainly from agriculture based chemicals such as fertilizers, pesticides, herbicides, industrial waste and urban waste both liquid and solid waste. The media was pointing finger to low enforcement of standards and guidelines by government agencies. This prompted the government to institute various measures to curb the pollution menace. This includes water quality monitoring, promoting environmental management system among others. The government also constituted task forces at various levels of government ranging from the national, regional and local levels.

The government has also taken initiative and developed draft bills, policy and guidelines towards strengthening the framework on which waste management in Kenya is undertaken. These documents include; i). Draft National Sustainable Waste Management Bill, 2018 <http://www.environment.go.ke/wp-content/uploads/2018/09/2018-National-Waste-Management-Bill-Sept-20-2018-draft-read-only.pdf>; and ii). Draft Environmental Management and Coordination (Toxic and Hazardous Industrial Chemicals and Materials Management) Regulations 2018 [https://www.nema.go.ke/images/Docs/Regulations/Draft%20Chemical%20Regulations%202018%20to%20Sakholders%20for%20Comment\\_%2028.10.%202018.pdf](https://www.nema.go.ke/images/Docs/Regulations/Draft%20Chemical%20Regulations%202018%20to%20Sakholders%20for%20Comment_%2028.10.%202018.pdf).

Waste management largely from the sugar industry sector as well as the urban centers is of great concern with regard to the quality of water resources in Western Kenya. The sugar industry plays a significant role in Kenya’s economy. The sector consists of more than 250,000 smallholder farmers, who supply over 92 percent of the sugarcane processed by sugar companies, while the remainder is supplied by factory-owned nucleus estates (KSI, 2009; KSB, 2010). An estimated 25 percent of the country’s population depends directly or indirectly on the sugar industry for their livelihood.

There are six operational sugar factories in Kenya's Lake Victoria catchment. They use vacuum pump boiling processes. They include Mumias (700-800 t/d<sup>1</sup>), South Nyanza (SONY) (300 t/d) and Chemelil (295 t/d) West Kenya (9900t/d), Muhoroni, Kibos Sugar and Allied Industries, Butali and Nzoia Sugar. The other major factories include Agro - Chemicals and Food Company (ACFC) and Pan Paper mills.

Sugar factory produces a number of byproducts during the process of sugar production including bagasse, mill mud or filter cake, ash, mill effluent, and solid waste. Most of these wastes contain biodegradable matter. This could be potentially resource for biotechnology process, which can produce extra by-products for the sugar industry such as ethanol, methanol etc. The factories use waste stabilization lagoons to treat their wastewater

During the clarification of the mixed cane juice to remove the dissolved and suspended solid substances to get the clear juice, a precipitate settles at the bottom of the clarifier which is called press mud, also known as sugar cane mud, sugar cane filter mud, filter press cake or filter mud. In sugar factories, during sugarcane juice clarification, press mud is produced as a by-product about 4-5% of the cane weight.

Most of the dump sites across the country are old and are not engineered to prevent contamination of the underlying soil and groundwater by the toxic leachate. The pollutants from landfill/ dumpsites leachate have accumulative and detrimental effect on the ecology and food chains leading to carcinogenic effects, acute toxicity, and geno toxicity among human beings. Management of this highly toxic leachate presents a challenging problem to the regulatory authorities who have set specific regulations regarding maximum limits of contaminants in treated leachate prior to disposal into the environment to ensure minimal environmental impact.

## 2. Purpose of the Consultancy

The Ministry seeks to develop a policy base for remedial action from the services of a consultancy firm/consortium to:

- i) Investigate leachate migration from wastes sites or landfills and the release of pollutants from sediments (under certain conditions) and the risk they pose to water (both surface and groundwater) resources if not adequately managed;
- ii) Assess groundwater quality and develop strategies to protect aquifers from contamination, protection of water resources is a major environmental issue since the importance of water quality on human health has attracted a great deal of interest lately; and,
- iii) Develop comprehensive plans and designs for solid and waste water management.

Basically this consultancy will provide the above information through the following steps:

- a) Asses the nature of waste at the dumpsites and its management in the sugar and urban centers. The consultancy should provide adequate information quality and quantity on the nature of waste which

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<sup>1</sup> t/d tonnes per day



- entails organic, inorganic, persistent pollutants, heavy metals, medical/pharmaceutical residues, emerging lifestyle waste like baby pampers and beauty cosmetics etc);
- b) Design models that define leachate migration from wastes sites or landfills and the release of pollutants from sediments from sugar factories that would (under certain conditions) pose a high risk to water resources in the western region if not adequately managed;
  - c) Document by Global Information Systems(GIS) mapping and other means pollution hotspots that need protection of groundwater from organic and inorganic pollutants and especially those in the priority list of world health organizations as a major environmental threat to human health;and,
  - d) Assess groundwater quality and develop strategies to protect further surface water and aquifers pollution from toxic and hazardous chemicals.

### **3. Scope of the Assignment**

The consultancy will cover in general the western region of Kenya sugar belt but specifically target counties under threat and highlight their capacity gaps in solid waste management and the risk/ detrimental effect of leachate from the sugar industry on the environment and human health. The assignment will include a baseline analysis, a selection and prioritization process, review of past water quality analysis, cases of pollution, review of reports for past and ongoing water quality monitoring. The consultant will give recommendations to address the identified weaknesses and risks and towards strengthening the framework on which solid waste management in the region will be adequately and sustainably undertaken.

Under this assignment the consultant will ascertain the current state of solid waste management and disposal practices, the risk of leachate pollution on water resources and the environment and recommend remedial measures to reduce further contamination and risk posed by waste disposal and percolation of leachate into ground water resources.

The consultant will give recommendations to address the identified weaknesses and risks and towards strengthening the framework on which solid waste management in the region will be undertaken.

### **4. Tasks of the Consultancy**

Under this consultancy, the following tasks will be undertaken;

#### **Task 1. Analyse Solid Waste Management and Leachate Management practices;**

Overall the consultant's report will spell out the kind and nature of solid waste management practices in place. The report will also comment on how the institutions provided for by the draft policy and legislation will address the solid waste and leachate management in order to avoid environmental pollution and how to fill the gaps. Therefore, the consultant will:

- i. Carry out a baseline analysis including identification and review of past/historical complaints on solid

waste management and pollution within the sugar belt in Western Kenya that encompasses the entire Lake Victoria Basin (LVNBA andLVSBA);

- ii. Determine the amount and nature of municipal solid waste, leachate if any generated in the region and in the counties and sugar factories in western that is directly dumped without following the laid down regulations and guidelines;
- iii. Study the effect of frequent floods and runoff water from landfills and waste disposal sites releasing episodic large amounts of pollutants;
- iv. Establish the attitude/behavioral and management gaps and propose framework for implementation in proper wastemanagement;
- v. Assess the adoption of Circular Economy and Industrial Symbiosis in minimizing the waste that gets to the sanitarylandfills/ dumpsites;
- vi. Detail how solid waste management can be participatory through voluntary initiatives for a wide range of stakeholders in the counties, private sector and the informal sector;and,
- vii. Facilitate a 3-days stakeholders' workshop to validate the Report on solid waste management and leachate management practices that will address the solid waste and leachate management in order to avoid environmentalpollution.

## **Task 2. Develop a GIS Map and Geo-Reference Database.**

A key output of the survey is to give develop specifications to the GIS based system, develop (create, commission and update) a database to support monitoring of pollutants in the environment and water resources. The task involves the conversion of existing data on waste disposal sites, leachate hotspots and pollution points into to a suitable digital format for use in a variety of circumstances. The consultant will Map and geo-reference leachate pollution hotspots, waste dumpsites including identification of dumpsites /landfills posing a major threat to water resources in the western region sugar belt. (areas for disposal of expired/obsolete pesticides, herbicides, acaricides, oils and sludge from industries). Facilitate a 3-days stakeholders' workshop to validate the Report on GIS Map and geo-reference database

## **Task 3. Sampling and Analysis of Leachate, Sludge and Soil in dumpsites**

In order to adequately put in measures to prevent pollution and protect water resources, the government requires to be aware of the kind of pollutants present in its water sources. This can only be possible when proper analysis is done in selected areas and hotspots. The task will involve, sample collection and analysis of pesticides, heavy metals and Persistent Organic Pollutants (POPs) by an accredited laboratory. Therefore, the consultant will;

- i. Collect and analyse physiochemical parameters including heavy metals and persistent organic pollutants and chemicals of interest in the leachate and in the water resources samples to understandthe

possible link of ground water contamination and to what extent with regard to shallow and deep aquifers;

- ii. Determine the extent of risk exposure and health implications to contaminated water sources in the region;
- iii. Estimate the impact of leachate percolation on ground water quality and analyse the sludge characteristics of water treatment plants for sugar mills, tanneries for wet blue leather and mining;and,
- iv. Facilitate a 3-days stakeholders' workshop to validate the Report on Sampling and Analysis of leachate and soil/ sludge indumpsites.

## **5. Deliverables**

### **5.1 Deliverable 1: InceptionReport**

#### **Deliverable 1: InceptionReport**

The assignment will be jointly implemented by the ministry of environment and Ministry ofWater and Sanitation. The consultants will have an inception meeting with the two ministries to discuss the ToRs in detail, gather background information, clarify issues and most importantly harmonize expectations of all parties to this task. The consultants shall submit an Inception Report that describes their understanding of the objectives and tasks, methodology and approaches to be used, and the schedule for the task delivery. This Inception Report shall be due within two (2) weeks following signing of thecontract.

### **5.2 Deliverable 2: Report on the analysis of solid waste management and leachate managementpractices**

- i. Summarize the state of environment for the region focusing on industries and services with special focus on the role of the sugar and relatedfactories;
- ii. Report on the impact of sugar leachate of molasses and from urban centre dumpsites to human health and the environment in the western region of Kenya in line with the current approach of the Kenyan policies and legislation for sound management of chemicals and hazardouswaste;
- iii. Review of past/ historical complaints on solid waste management and pollution within the sugar belt in Western Kenya that encompasses the entire Lake Victoria Basin (LVNBA andLVSBA);
- iv. Propose a framework for implementation in proper waste management for the sugar industries;and,
- v. Assess the adoption of Circular Economy and Industrial Symbiosis in minimizing the waste that gets to the sanitarylandfills/dumpsites.

The sub reports will be as follows:

- i. A baseline analysis report detailing review on reports/process/activities studies done to narrow down onthepollutionhotspotsandmapthem. Thereportwillidentifyandestimatetonnageofdumpsites /landfills pausing a major threat to water resources (both surface and ground water bodies) in the western region sugar belt. (areas for disposal of expired/ obsolete pesticides, herbicides, acaricides,

- Agricultural/livestock waste, Gold artisan mining, oils and sludge from industries; and,
- ii. Detail the extent of municipal solid waste generated in the region and in the priority counties and sugar factories in the western region that is directly dumped on the land contrary to laid down regulations and guidelines as well as the extent of risk exposure and health implications to contaminated water sources in the region including characteristics of sludge water treatment plants for sugar mills, tanneries for wet blue leather and mining. The report to also provide the current and future plans of waste management by the leadership of various entities (sugar factories and urban centers).

*Specific deliveries/outputs to be achieved for the deliverable;*

- i. Debriefing notes with ministry of Environment and Forestry and Ministry of Water and Sanitation and partners after field visit to selected sites;
- ii. Report of the review of historical pollution complaints to give the following:
  - a. an opinion on the draft documents alignment/responsiveness to Kenya's national needs on waste management; and,
  - b. suggestions on what should be included to improve the National Solid Waste Policy and Bill for implementation to address the issues of the pollution in the western region;
- iii. A report of a 3-day stakeholder validation workshop of the Report of the solid waste management and leachate management practices.

### **5.3 Deliverable 3: GIS Map and geo-referenced database.**

A detailed interactive map on the pollution hotspots and dumping areas indicating their size, location, and the catchment area. Data collection should be based on global navigation satellite system (GNSS) and all collected data to be submitted to the client.

*Specific deliveries/outputs to be achieved for the deliverable;*

- i. Debriefing notes with ministry of Environment and Forestry and Ministry of Water and Sanitation and partners after field visit to selected sites;
- ii. A detailed geo referenced map indicating pollution hotspots and dumpsites;
- iii. Maps, photographs, pollutant dispersion models etc;
- iv. A report of a 3-day stakeholder validation workshop of the Report of the GIS Map and geo-reference database.

### **5.4 Deliverable 4: A Report on Sampling and Analysis of leachate and soil/ sludge in dumpsites**

A report containing an analysis of physiochemical parameters including heavy metals and persistent organic pollutants and chemicals of interest in the leachate and in water samples to understand the possible link/tracing of surface and ground water contamination as well as the impact and effect of frequent floods and runoff water from landfills and waste disposal sites releasing episodic large amounts of pollutant. The

Consultant will also be required to present the data collected from the sample analysis of various parameters.  
*Specific deliveries/outputs to be achieved for the deliverable;*

- i. The special focus will be on the analysis of World Health Organization priority chemicals;
  - a) Capacity assessment of key institutions for Kenya to monitor water pollutants; and
  - b) proposal for regular monitoring of key pollutants in water and soil;
- ii. A report of a 3-day stakeholder validation workshop of the Report of the Sampling and Analysis of leachate and soil/ sludge in dumpsites.

### **5.5 Deliverable 5: Final Report on the Consultancy with recommendations**

- i. Report on the deliverables and the consultancy process/tasks evaluated against the ToR;
- ii. Challenges and limitations face in delivery of the tasks;
- iii. Reports of stakeholder consultations, laboratory analysis, maps, photographs, pollutant dispersion models, etc; and,
- iv. Recommendations to address gaps in the deliverables.

## **6. Duration of Consultancy**

The assignment is expected to take a maximum of 90 (ninety) working days.

## **7. Minimum Organization and Consultancy Firm/Team Capacity Qualifications**

### **Consultancy Firm Competencies:**

The documents review and development task is expected to be carried out by a team of 3 or more consultants under a one Firm. The firm/ team should jointly have competencies in:

- i. Analysis of the impacts of solid waste management on human health and environment;
- ii. Knowledge in elements of pollution control;
- iii. Knowledge of National Water Resources Strategy, National Water Master Plan and the International Conventions in regard to sustainable water and waste management;
- iv. Experience in sampling and laboratory analysis of toxic chemical elements;
- v. Experience in the development and review of policy, strategy and plans as related to chemicals and solid waste and wastewater management; and,
- vi. Experience in sugar industries pollution and environmental management issues, linkages to health and environment as well as social economic factors, technical support to donor funded projects will be an added advantage.

Firms with experience in waste management in Kenya will have an advantage over and above experts' capacity to monitor and analyze heavy metals; having developed environment impact assessment reports for waste

disposal facilities; and having experience in developing environmental standards and their enforcement.

## 8. EvaluationCriteria

Only candidates obtaining a minimum of 70 points will be considered

Criteria	Weight	Max. Point
Technical evidences.	10%	10
Academic qualifications, experience and relevance with evidences.	20%	20
Evidences on experience in analysis and research on impacts of solid waste management on human health and environment	20%	20
Knowledge of and experience in sugar industries pollution and environmental management issues, waste management and design of waste management facilities for solid waste and wastewater treatment	20%	20
Analytical and report writing skills	20%	20
Experience in result-based management	10%	10

## 9. Remuneration

The successful consultant will be paid under GoK terms and condition for the relevant contract modality. Each task will be costed independently. Accordingly, payments 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 for each task.

The Payments will be broken down as follows;

- i. 20% after inceptionreport;
- ii. 30% upon submission of the first draftreport;
- iii. 30% upon validation of the report by stakeholders;and,
- iv. 20% upon submission of the finalreport.

## 10. Applicationprocess

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

- i. Technical proposal explaining why you are the most suitable for thework;
- ii. Provide a brief methodology on how they will approach and conduct thework;

- iii. 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;and,
- iv. Personal CV including past experience in similar projects and at least 3references.

Qualified candidates are requested to send their applications to the **Principal Secretary, Ministry of Environment and Forestry to reach us not later than 10AM, Wednesday,16<sup>th</sup>December 2020.**

Please quote **“Consultancy to survey the waste management, extent and impact of leachate pollution in Western Kenya.** “on the subject line.

## SECTION IV - TECHNICAL PROPOSAL

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[Date]

#### 4.1 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:]

## 4.2 FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity (profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/C Functions Performed):	Coordinator, Team Leader) Involved and
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)*

**4.3 COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BYTHECLIENT.**

---

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.

#### **4.4 DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT**

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## 4.5 TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

**4.6 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 task 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: \_\_\_\_\_

**4.7 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

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

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

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

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

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



## 4.8 ACTIVITY (WORK)

### SCHEDULE (a). Field

#### Investigation and Study

#### Items

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

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

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

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

## SECTION V: FINANCIAL PROPOSAL FORMS

### Notes on preparation of financial proposal

1. The financial proposal prepared by the consultants should list the cost 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.
2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal. Where another currency other than Kenya Shillings is used, the applicable rate for conversion will be the **CBK mean rate for the date of tender opening.**
3. The financial proposal should be prepared using the standard forms provided in this part.

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**5.1 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]

## 5.2 SUMMARY OF COSTS

<b>Service</b>	<b>Unit fee VAT Inclusive</b>	<b>Quantity (over 3 year period)</b>	<b>Totals (VAT Inclusive)</b>
Provision of Custody services			
<b>Grand Totals</b>			

### 5.3 BREAKDOWN OF PRICEPERACTIVITY

ActivityNO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

### 5.4 BREAKDOWN OF REMUNERATIONPERACTIVITY

ActivityNo. _____ Name: _____				
Names	position	Input(Staff months, daysor hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total			_____	_____

### 5.5 REIMBURSABLESPERACTIVITY

ActivityNo:\_\_\_\_\_ Name: \_\_\_\_\_

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

### 5.6 MISCELLANEOUSEXPENSES

Activity No.\_\_\_\_\_ActivityName: \_\_\_\_\_

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



## SECTION VI: STANDARD FORMS

### Notes on the standard forms

- 6.1 **Form of Tender**-The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 6.2 **Contract Form**-The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 6.3 **Confidential Business Questionnaire Form**-This form must be completed by the tenderer and submitted with the tender documents.
- 6.4 **Tender Security Form**-When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another form as acceptable to the procuring entity. The tender security form must be completed by the tenderers and submitted with the tender.
- 6.5 **Performance security Form** -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6.6 **Letter of Notification**-This form should not be completed by the tenderer at the time of submitting the tender.
- 6.7 **Form RB 1**: This form should not be completed at the time of submitting the bid. The form is a sample to be used by the tenderers to lodge any appeals.
- 6.8 **Declaration form** - This form must be completed by the tenderer at the time of submitting the tender

**6.1 Form of Tender**

To: Name and address of procuring entity

Date  
\_\_\_\_\_  
Tender No. Tender  
Name

Gentlemen and/or Ladies: -

Having examined the Tender documents including Addenda No. (Insert numbers)

..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of ..... [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to abide by the conditions of the tender.

We agree to abide by this Tender for a period of ..... [Number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

**Duly authorized to sign Tender for and on behalf of \_\_\_\_\_**

## 6.2 SAMPLE CONTRACT FOR CONSULTING SERVICES

### 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(s) 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 Consultants 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 personnel listed in 4.5, "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 this tender

2. **Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert

*completion date*], or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment A. Ceiling**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not 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 (Modify in order to reflect the output required).

Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the Client's receipt of the draft 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 ..... 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 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 be Engaged in certain Activities** the Consultant agrees that during the term of this Contract and after its termination the Consultant 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 Contractor sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Kenya and Contract and English Language. 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 FOR THE CONSULTANT

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

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

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



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

### 6.3 CONFIDENTIALBUSINESSQUESTIONNAIRE

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

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

*Part 1 – General:*

Business Name .....

Location of business premises. ....

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

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business ,.....

Registration Certificate No. ....

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

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

Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details .....
- .....

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public .....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

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

Date ..... Seal/Signature of Candidate .....



#### 6.4 TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
  - (c) Refuses correction of arithmetic errors in the tender.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will not state that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date

[Signature of the Bank]

**6.5 PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS .....[Name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_  
\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_ to supply.....  
[Description of materials and spares] (Hereinafter called "the Contract")

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

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

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

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

**Signature and seal of the Guarantors**

\_\_\_\_\_  
[Name of bank of financial institution]

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

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

6.6 LETTER OF NOTIFICATION OF AWARD

\_\_\_\_\_  
\_\_\_\_\_  
Address of Procuring Entity

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

- 13. Please acknowledge receipt of this letter of notification signifying your acceptance.
- 14. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 15. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

\_\_\_\_\_  
*(FULL PARTICULARS)*

SIGNED FOR ACCOUNTING OFFICER

**6.7 FORM RB 1 REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN..... APPLICANT AND  
.....RESPONDENT (*Procuring Entity*) Request for review of the  
decision of the..... (*Name of the Procuring Entity*) of..... dated  
the...day of .....20.....in the matter of Tender No ..... of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 2.
- Etc.

SIGNED..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....



SIGNED  
Board Secretary

6.8 DECLARATION FORM

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

Date \_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address) \_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corruption and fraudulent practices regarding public procurement.

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

Signature: \_\_\_\_\_

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

(to be signed by authorized representative and officially stamped)

Dated on ..... Day of ....., ..... [insert date of signing]

**6.9 FIRM'S DETAILS REQUIRED FOR IFMIS PROCESSING**

**<Insert Firms Address>  
<Date:>**

The Principal Secretary  
Procuring Entity  
**NAIROBI**

**RE: FIRM'S DETAILS**

Listed below are the firm's details to enable Order and Payment processing under the IFMIS System

**Name:** .....  
**Address:** .....  
**Location:** .....  
**E-mail:** .....  
**IFMIS No.:** .....  
**PIN:** .....  
**VAT:** .....  
**Bank Name:** .....  
**Bank Code:** .....  
**Bank Branch:** .....  
**Account No.** .....

**Signed:** .....  
**In the Capacity of:** .....

**Company Stamp/Seal**

**6.10 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

**6.11 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, ..... of P.O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the 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.

1. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the board, Management, Staff and/or employees and/or agents of ..... (insert **name of the procuring entity**) which is the procuring entity.

2. THAT the aforesaid bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)

3. THAT the aforesaid bidder will not engage/has not engaged in any corrupt practice with other bidders participating in the subject tender

4. THAT what is deponed herein above is true to the best of my knowledge, information and belief.

.....  
.....  
(Title) (Signature)

(Date) Bidder's Official Stamp



