



COUNTY GOVERNMENT OF BUNGOMA

REQUEST FOR PROPOSAL

FOR

PROVISION OF CONSULTANCY SERVICES FOR CONDUCTING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENTS FOR (ICOMPREHENSIVE PROJECT REPORTAND 46 SUMMARY PROJECT REPORTS)

NEGOTIATION NO:

1592794-204/2025

OpenTender

**CHIEF OFFICER
DEPARTMENT OF ENVIRONMENT, CLIMATE CHANGE
AND TOURISM**

**P.O.BOX 437-50200
BUNGOMA**

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SECTION I - REQUEST FOR PROPOSAL (RFP)

RE: NEGOTIATION NO: 1592794-204/2025 FOR PROVISION OF CONSULTANCY SERVICES FOR CONDUCTING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENTS FOR (1 COMPRESSIVE PROJECT REPORT AND 46 SUMMARY PROJECT REPORTS)

I. The **County Government of Bungoma (CGB)** has set aside funds in its budget toward the cost of the subject consulting services.

2. The **CGB** now invites proposals to provide the following consulting services (here in after called “the services”): **Provision of Consultancy Services for Conducting Environmental and Social Impact Assessment for (1 comprehensive project report and 46 summary project reports)**. More details on the Services are provided in Section 5 Terms of Reference.

3. This Request for Proposals (RFP) is **open to all interested and eligible Consultants.**

4. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.

5. A firm will be selected under Quality and Cost Based Selection (QCBS) method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: **www.ppra.go.ke**.

6. The RFP shall contain the following Sections: -

Section 1: Letter of Request for Proposals

Section 2: Instructions to Consultants and Data Sheet Section

Section 3: Technical Proposal Standard Forms Section

Section 4: Financial Proposal Standard Forms Section

Section 5: Terms of Reference

Section 6: Standard Forms of Contract (Lump-Sum])

7. Please inform us by [insert date], by E-mail [insert e-mail address]:

a) That you have received this Request for Proposals; and

b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet I4.1.1).

8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.

Yours sincerely,

Director Supply Chain Management

24.06.2024

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

SECTION 2(A). INSTRUCTIONS TO CONSULTANTS (ITC)

A. GENERAL PROVISIONS

I. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause I (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of consultants.

s) “Services” means the work to be performed by the Consultant pursuant to the Contract.

t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

u) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below: *i)*

Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or nonconsulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or nonconsulting services. Conversely, a

firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Conflicting Assignments

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) Conflicting Relationships

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Subconsultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) Others Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

6.1 In selection of consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the Data

Sheet.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Subconsultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country may be ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they

i) Are legally and financially autonomous, ii)

Operate under commercial law,

iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract; it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in IT C12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so as long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with nonshortlisted/noninvited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal nonresponsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall submit the Proposals bearing the name and Reference number of the assignment, addressed to the Procuring Entity.

18.2 the following documents shall be addressed as follows:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and iii) Bear the name and Reference number of the Assignment iv) documents comprising the Technical Proposal, as described in ITC 11; v) all required copies of the Technical Proposal; vi) all required copies of the Financial Proposal; and

18.3 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

TECHNICAL REQUIREMENTS

ITEM	DESCRIPTION	POINT SCORE SCALE	MAX
1	<p>The Technical Proposal is signed by the person with power of attorney, without a)The Technical Proposal is complete with all the forms and required documentary evidence submitted.</p>		10
2	<p>Qualifications and Competence of the key Staff for the assignment</p> <p>a) Team Leader (5marks)</p> <ul style="list-style-type: none"> • The Project Manager MUST possess a degree in any of the following fields: Social Science, environmental science , and/or related discipline. Minimum of 5 years' experience in providing program monitoring, impact assessment, and/ or institutional evaluations with experience as a lead researcher in an impact evaluation being an added advantage (Attach C.V); <p>b) Field Officer (5 marks) Consultants/Experience)</p> <ul style="list-style-type: none"> • Degree in Social Science, Community Development Studies and/any other related field. <p>At least two (2) years related professional experience</p>		10
3	Financial Capability		Max 30
	Financial statement for the last 3years		
4	Work Methodology		Max 15

	Detailed method statement and plan on how to carry out the intended work		15
5	Experience		Max 25
	Attach Letters of Award (5marks) Recommendation letters (5 marks) LPOs/LSOs (5 marks) At least 3no-for each contracts for the last 2 years)		15
6	The Technical Proposal is complete with all the forms and required documentary evidence submitted.		Max 10
	TOTAL		MAX 100

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected

to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract. **c. Least Cost Selection (LCS) Method**

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Financial Evaluation Report

29.4

The evaluation committee shall prepare a combined technical and financial evaluation

report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract; ii) the contract price of the successful Proposal; iii) a statement of the reasons why the recipient's Proposal was unsuccessful iv) the expiry date of the Standstill Period, and v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD 32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the Data Sheet.

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																					
A. General Provisions																						
1(j)	<p>Electronic procurement system shall be used: (a) Yes _____ (b) No _____</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: IFMIS - url address or link - http://www.ifmis.go.ke/</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Tendering process:</p>																					
2.1	<p>Name of the Procuring Entity: County Government of BUNGOMA</p> <p>The consultant selection method is: [Procuring Entity to choose ONE of the selection methods by placing an]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 60%;">Selection Method</th> <th style="width: 35%;">Place as appropriate</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Quality and Cost Based Selection Method (QCBS)</td> <td></td> </tr> <tr> <td>2</td> <td>Quality Based Selection Method (QBS)</td> <td></td> </tr> <tr> <td>3</td> <td>Least Cost Selection Method (LCS)</td> <td></td> </tr> <tr> <td>4</td> <td>Consultant Qualification Selection Method (CQS)</td> <td></td> </tr> <tr> <td>5</td> <td>Fixed Budget Selection Method (FBS)</td> <td></td> </tr> <tr> <td>6</td> <td>Single Source Selection Method (SSS)</td> <td></td> </tr> </tbody> </table>	No.	Selection Method	Place as appropriate	1	Quality and Cost Based Selection Method (QCBS)		2	Quality Based Selection Method (QBS)		3	Least Cost Selection Method (LCS)		4	Consultant Qualification Selection Method (CQS)		5	Fixed Budget Selection Method (FBS)		6	Single Source Selection Method (SSS)	
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5	Fixed Budget Selection Method (FBS)																					
6	Single Source Selection Method (SSS)																					
2.2	<p>Financial Proposal to be submitted together with Technical Proposal Yes _____ No _____</p> <p>The name of the assignment is: Provision of Consultancy Services for Conducting Environmental and Social Impact Assessments (ESIA) for Bungoma county for (1 compressive project report and 46 summary project reports)</p>																					
2.3	<p>A pre-proposal conference will be held: Yes _____ or No _____</p> <p>Date of pre-proposal conference: N/A Time: N/A Address: N/A Telephone: N/A E-mail: N/A Title of contact person: N/A</p>																					
2.4	<p>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>As per the Terms of Reference</p>																					
3.3 (iv)	<p>Any other conflicting relationship: None</p>																					
4.1	<p>Unfair Competitive Advantage does not apply to the selection.</p>																					
6.2	<p>Maximum number of members in the Joint Venture (JV) shall be: Two (2).</p>																					
6.6 (a)	<p>The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke</p>																					
6.7	<p>The business will be registered with (Margin of Preference and Reservations): N/A</p>																					
B. Preparation of Proposals																						

10.1	<p>The Proposal shall comprise the following: Technical Proposal: TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input</p>
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>TECH-7: Mandatory Documentary Evidence AND</p> <p>Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: Not allowed
12.1	Proposals must remain valid for 98 days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than Five (5 days) prior to the submission deadline. The contact information for requesting clarifications is: Director, Supply Chain Management Email: supplies@bungoma.go.ke</p>
14 (b) (do not use for Fixed Budget method)	<p>Estimated input of Key Experts' time-input: _____ person-months. [OR] Estimated total cost of the assignment: _____</p> <p>As per TORs</p>
14 (c) and 26.2 [use for Fixed Budget method]	<p>The total available budget for this Fixed-Budget assignment is: _____ [insert currency] (choose one: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. Not Applicable for this RFP</p>
14 (d)	Key Experts shall not appear in more than one proposal: YES..... /NO.....

16.1(b)	<p>Reimbursable expenses:The Financial Proposal will include the following reimbursable expenses: [Choose applicable reimbursable expenses placing either an Y for Yes and X for No]</p> <table border="1" data-bbox="277 255 1455 712"> <thead> <tr> <th data-bbox="277 255 370 286">No.</th> <th data-bbox="370 255 1302 286">Reimbursable expenses</th> <th data-bbox="1302 255 1455 286">or X</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 286 370 353">1</td> <td data-bbox="370 286 1302 353">A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services</td> <td data-bbox="1302 286 1455 353">X</td> </tr> <tr> <td data-bbox="277 353 370 421">2</td> <td data-bbox="370 353 1302 421">Cost of travel by the most appropriate means of transport and the most direct practicable route</td> <td data-bbox="1302 353 1455 421">X</td> </tr> <tr> <td data-bbox="277 421 370 452">3</td> <td data-bbox="370 421 1302 452">Cost of office accommodation, including overheads and back-stop support</td> <td data-bbox="1302 421 1455 452">X</td> </tr> <tr> <td data-bbox="277 452 370 483">4</td> <td data-bbox="370 452 1302 483">communications costs</td> <td data-bbox="1302 452 1455 483">X</td> </tr> <tr> <td data-bbox="277 483 370 551">5</td> <td data-bbox="370 483 1302 551">Cost of purchase or rent or freight of any equipment required to be provided by the Consultants</td> <td data-bbox="1302 483 1455 551">X</td> </tr> <tr> <td data-bbox="277 551 370 582">6</td> <td data-bbox="370 551 1302 582">Cost of reports production (including printing) and delivering to the Procuring Entity</td> <td data-bbox="1302 551 1455 582">X</td> </tr> <tr> <td data-bbox="277 582 370 613">7</td> <td data-bbox="370 582 1302 613">NEMA EIA Processing Fees 0.1% of Consultancy Fee</td> <td data-bbox="1302 582 1455 613"></td> </tr> <tr> <td data-bbox="277 613 370 712">8</td> <td data-bbox="370 613 1302 712">Other allowances where applicable and provisional or fixed sums (if any)] <ul style="list-style-type: none"> • Stakeholder Consultations / sensitization meetings • Publication and advertisement costs </td> <td data-bbox="1302 613 1455 712"></td> </tr> </tbody> </table> <p data-bbox="242 712 1455 828"><i>Maximum ceilings for unit rates of certain type of expenses, where applicable, are indicated in the FIN forms – Maximum ceilings not applicable for this procurement, however, the successful consultant will be required to facilitate costs for items under 7 & 8 above on a reimbursable basis. The Consultant will be required to facilitate the costs by paying for related expenses as will be directed by the client’s representative in writing and later seek reimbursement</i></p> <p data-bbox="242 869 1123 900"><i>Note: List not comprehensive and the Procuring Entity may add expenses relevant to assignment.</i></p>	No.	Reimbursable expenses	or X	1	A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services	X	2	Cost of travel by the most appropriate means of transport and the most direct practicable route	X	3	Cost of office accommodation, including overheads and back-stop support	X	4	communications costs	X	5	Cost of purchase or rent or freight of any equipment required to be provided by the Consultants	X	6	Cost of reports production (including printing) and delivering to the Procuring Entity	X	7	NEMA EIA Processing Fees 0.1% of Consultancy Fee		8	Other allowances where applicable and provisional or fixed sums (if any)] <ul style="list-style-type: none"> • Stakeholder Consultations / sensitization meetings • Publication and advertisement costs 	
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16.2	A price adjustment provision applies to remuneration rates: Yes _____ or No _____																											
16.3	“Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: www.kra.go.ke																											
16.4	The Financial Proposal shall be stated in the following currencies: Kenya Shillings Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three																											
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																											
	foreign currencies. Not Applicable as any other currency not allowed. The Financial Proposal should state local costs in Kenya Shillings: Yes _____ or. No _____. Not Applicable as all costs shall be in Kenya Shillings																											
C. Submission, Opening and Evaluation																												
17.1	The Consultants insert ‘shall’ or ‘shall not’ have the option of submitting their Proposals electronically. Applicants shall submit Proposals electronically through the IFMIS supplier Portal.																											
17.5	The Consultant must submit: (a) Technical Proposal: one (1) (b) Financial Proposal: one (1)																											

18.5	<p>The Proposals must be submitted no later than:</p> <p>Date: Thursday 11th July Time: 2024 11.00 AM</p>
20.1	<p>An online option of the opening of the Technical Proposals is offered: Yes ____ or No ____</p>
20.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable</p>
22.1	<p>Other eligibility and mandatory criteria shall be:</p> <p>In addition to documents listed under clause 22.1 of ITC, applicants shall submit the following Mandatory documents:</p> <ul style="list-style-type: none"> (i) <i>Tenders must respond both electronically through the IFMIS Supplier Portal and also manually submit Physical tender documents. Consultants who do not respond through the IFMIS Supplier Portal shall be disqualified and not subjected to any further evaluation</i> (ii) <i>Proof of Registration with Registrar of Companies In addition, submit copies of current CR12 or CR13 from the Registrar of Companies generated within the last 12 months from the proposal submission date. (This may be verified with the Registrar of Companies).</i> (iii) <i>Submit copies of Valid NEMA practicing License for the Firm of Experts</i> (iv) <i>Submit a relevant valid current Trading License / Single Business Permit from the County of Operation.</i> (v) <i>Submit either Audited Financial Statements for the last three years (2021,2022,2023) each with an annual turnover of a minimum of KSH 20,000,000.</i> (vi) <i>Submit a duly completed, signed and stamped Tender-Securing Declaration Form in the format provided</i> (vii) <i>Submit a Written Power of Attorney for the person(s) duly authorized to bind the tenderer. The County Government of BUNGOMA will determine whether the tender document has been properly signed</i> (viii) <i>Properly bound, good-presented document. The RFP document shall be paginated / serial numbered. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3..... n where n is the last page). Table of contents shall also be provided and the document accordingly arranged.</i>
Reference to ITC Clause	<p>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</p>

22.2

The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

(i) Specific experience of the Consultant, as a firm, relevant to the Assignment [20 Marks]

Provide details of at least five (5) similar assignments undertaken within the last five (5) years from the date of RFP document that best illustrate qualifications. Use the format provided under Sec. 3: Technical Proposals Standard Forms (FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE) to provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted. To be eligible for evaluation, Consultants shall attach copies of either the form of contract, purchase order, service order, performance certificate or any other similar evidence. *The CGS may confirm details before contract award.*

	CRITERIA	WEIGHT
	Relevant Experience for the Assignment (Corporate)	
a	Number of similar assignments undertaken. List assignments carried out within the last five (5) years that best illustrates qualification and provide dates and contact persons, name of the organization / company and resource personnel used for each. Use the format provided under Sec. 3: Technical Proposals Standard Forms to provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted (Score of 3 per relevant assignment up to a maximum of 15).	15
c	Submit a detailed Company Profile with comprehensive information required under Form Tech-2: Consultant's Organization and Experience and the TOR's. (Maximum Score of 5)	5
	SubTotal	20

(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):
[30 Marks]

No.	CRITERIA	WEIGHT
	Methodology and Approach	
a	Understanding the ToRs <ul style="list-style-type: none"> • Conformity to the ToRs – 4 Points • Consultant's initiatives and comments on the TORs – 2 Points 	6
b	Appropriateness of Methodology <ul style="list-style-type: none"> • Completeness of description of methodology – 15 Points • Effectiveness of the information collection – 5 Points 	20
c	Project schedule/work plan	2
d	Organization and staffing, allocation of proposed staff and final report outline	2
	SubTotal	30

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

(iii) Key Experts' qualifications and competence for the Assignment: [50 Marks]

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

No.	CRITERIA	WEIGHT
I	Position K-1: Lead Consultant (Environmental) (Masters of Science in Environmental Studies or related field, 10 Years Experience, (attach Certificates and CV) General education background and professional qualifications, length of experience, positions held duration with the firm and experience in the country/region – 20 points	30

	<p>Team leader's adequacy in carrying out the assignment: experience in undertaking similar assignments – 10 points</p>	
2	<p>Position K-2 Associate Consultant (Sociologist) Bachelor of Arts /Sociology or related field; 5years Experience</p> <p>General education background and professional current NEMA practicing Licences) , length of experience, positions held, duration with the firm and experience in the country/region – 7 points</p> <p>Associate Consultant's adequacy in carrying out the assignment: experience in undertaking similar – 3 points.</p>	10

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS						
	<table border="1"> <tr> <td data-bbox="276 383 331 651">3</td> <td data-bbox="338 383 1286 651"> <p>Position K-3 Associate Consultant (Environmentalist) Bachelors of Science Environmental Studies or related field, 5 Years' Experience</p> <p>General education background and professional qualifications, length of experience, positions held, duration with the firm and experience in the country/region – 7 points</p> <p>Associate Consultant's adequacy in carrying out the assignment: experience in undertaking similar – 3 points..</p> </td> <td data-bbox="1289 383 1455 651">10</td> </tr> <tr> <td colspan="2" data-bbox="276 656 1286 696">SubTotal</td> <td data-bbox="1289 656 1455 696">50</td> </tr> </table> <p><i>Experiences and qualifications requirements are (as per the TORs):</i></p> <p>It is the responsibility of the firm to propose adequate experts to accomplish the assignment</p> <p>Submit detailed CVs in the format provided describing experience and capacity in handling similar jobs. The information should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work. In addition, Consultants should submit Certificates of Academic qualifications relevant to the assignment for all key experts and, where applicable, Copies of registration/ accreditation / Licenses from relevant Regulatory bodies. Only those who attach certificates shall be evaluated on the criteria</p> <p>The client / evaluation committee may conduct a technical/oral presentation interview with the successful consultant. The interview will last approximately 60 minutes, including approximately 30 to 45 minutes for the Consultant to present its work plan and approach. During the interview, the Evaluation Committee will ask questions that will assist the committee in evaluating the technical capability of the Consultant and key staff to provide the desired services. Key Staff and Consultant team members assigned to this project shall be present at the oral interviews. Interviews/presentation dates will be communicated</p> <p>Tenderers should submit details describing experience and capacity in handling similar jobs. The information should include a CV with thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work.</p> <p>Total points for the Three criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>80</u> [Insert number]</p>	3	<p>Position K-3 Associate Consultant (Environmentalist) Bachelors of Science Environmental Studies or related field, 5 Years' Experience</p> <p>General education background and professional qualifications, length of experience, positions held, duration with the firm and experience in the country/region – 7 points</p> <p>Associate Consultant's adequacy in carrying out the assignment: experience in undertaking similar – 3 points..</p>	10	SubTotal		50
3	<p>Position K-3 Associate Consultant (Environmentalist) Bachelors of Science Environmental Studies or related field, 5 Years' Experience</p> <p>General education background and professional qualifications, length of experience, positions held, duration with the firm and experience in the country/region – 7 points</p> <p>Associate Consultant's adequacy in carrying out the assignment: experience in undertaking similar – 3 points..</p>	10					
SubTotal		50					
23.4	An online option of the opening of the Financial Proposals is offered: Yes ___ or No ___ .						
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts. Not Applicable as Non-resident Experts not required.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p>						
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Not Applicable as Financial Proposals shall be in Kenya Shillings</p> <p>The official source of the selling exchange rate is: Not Applicable</p> <p>The date of the exchange rate is: Not Applicable</p>						

29.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.80, and P = 0.20</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.</p>
31	The Standstill Period shall be: N/A
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: Date: N/A
35.1	<p>Performance Security before Signing of Contract:</p> <p><i>Performance security shall be required only for Contracts above <u>Kshs. 5 million</u> as per the requirements of Reg. 135(1) of the Public Procurement and Asset Disposal Regulations, 2020 before Signing of Contract. The performance Security shall be in the form of an unconditional Bank Guarantee amounting to 2% of the contract sum. However, for tenders reserved for Disadvantaged Groups, the form of an unconditional Bank Guarantee amounting to 1% of the contract sum</i></p>
35.2	Expected date for the commencement of the Services: Date:
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Director, Supply Chain Management Procuring Entity: County Government of BUNGOMA Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

I. FORMTECH-I: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

.....
.....
.....[

Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anticompetitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.
- i) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours Sincerely

Authorized Signature *{In full and initials}*:

Name and Title of Signatory:

Name of Consultant (*company's name or JV's name*): Contact information (*phone and e-mail*):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the
..... [Name of Procuring Entity] for:
.....
..... [Name and number of tender] in response to the
request for tenders made by:
..... [Name of Tenderer] do hereby make the
following statements that I certify to be true and complete in every respect:

I certify, on behalf of [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

Bidder Official Stamp

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)
(Appendix shall not be modified) **Purpose**

the government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no.33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement— i) Shall not take part in the procurement proceedings; ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or

recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation; iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; v) "obstructive practice" is:

i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial noncompetitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers,

Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and f)

Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement. **A - Consultant's Organization**

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment. **B - Consultant's Experience**

1. List only previous similar assignments successfully completed in the last [...**Five (5)** ...] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or subconsultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx.value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N ^o of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i>):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

FORMTECH-3: COMMENT SAND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}
 - ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Weeks												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
DI	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Procuring Entity}													
D2	{e.g., Deliverable #2:.....}													
N														

List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

- 1 Duration of activities shall be indicated in a form of a bar chart.
- 2 Include a legend, if necessary, to help read the chart.



FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr.}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
										Subtotal				
NON-KEY														
EXPERTS			[Home]											
			[Field]											
N-2														
N														
										Subtotal				
										Total				

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

 Full time input
 
 Part time

input

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011 present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications:

—

Language Skills (indicate only languages in which you can work):

—

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail..... phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

S/NO	Mandatory Evaluation
1.	Copy of Certificate of Incorporation/Registration or Business name
2.	Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)
3.	Copy of recent CR 12 issued within 12 months from Tender Opening date
4.	Copy of valid business permit from any county government
5.	Must have submitted a dully filled, complete and signed certificate of independent proposal determination form.
6.	Fully signed and Stamped Confidential Business Questionnaire
7.	Must have submitted a dully filled, complete and signed Technical Proposal Submission Form.
8.	Must have submitted a power of attorney for this specific tender, who shall be signatory of all the documents and contract.
9.	Must have submitted a dully filled, complete and signed Form tech 6A & B
10.	Submit a duly signed self-declaration statement that the consultant shall not engage in any corrupt
11.	Must have submitted a dully filled, complete and signed declaration and commitment to code of
12.	The tender must be sequentially serialized/paginated
13.	Attach a valid certificate of NEMA

NOTE FOR CONSULTANTS: PLEASE ENSURE THAT ALL MANDATORY DOCUMENTS LISTED UNDER CLAUSE 22.1 OF INFORMATION TO CONSULTANTS (ITC) AND DATA SHEET ARE SUBMITTED UNDER FORM TECH 7 IN THE FORMAT PROVIDED WHETHER LISTED ABOVE OR NOT.

9. FORM TECH - 8: SELF-DECLARATION FORMS

FORM SDI

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 here in above is true to the best of my knowledge, information and belief.

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

Bidder official stamp

FORM SD2

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.

2. 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.

3. 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).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating
in the subject tender.

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

.....
(Title) (Signature) (Date)
Bidder official stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of **(Name of the Business/ Company/Firm)** declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:[insert date (as day, month and year) of Tender Submission]

Tender No.:[insert number of tendering process] To:

.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}
To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is.....
{Insert currency} {Insert amount in words and figures}.
{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive. We remain, Yours sincerely,

Signature..... (of Consultant's authorized representative):
Full name: {insert full name of authorized representative} Title: {insert title/ position of authorized representative} Name of Consultant..... (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Physical Address: {insert the authorized representative's address}
Phone: {insert the authorized representative's phone and fax number, if applicable} Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

	Cost (Kenya Shillings)
Item	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Subtotal [Remuneration + Reimbursables]	
Taxes:	
{insert type of tax-e.g.,VAT or sales tax}	
{e.g., withholding tax on experts' remuneration}	
{insert type of tax}	
Total Taxes	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

No	Name	Position (as in TECH- 6)	Person-month Remuneration Rate	Time Input Person/Month (from TECH-6)	in {Local Currency Kshs. - as in FIN-2}
Key Experts					
K-1			[Home]		
			[Field]		
K-2					
Non-Key Experts					
N-1			[Home]		
N-2			[Field]		
Total Costs					

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses _____						
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Total - as in FIN2}	Remarks
1	Stakeholder Consultations / sensitization meetings					
2	Publication and advertisement costs					
4	NEMA EIA Processing Fees 0.1% of Consultancy Fee					
Total Costs						

The successful consultant will be required to facilitate costs for the items above on a reimbursable basis as consultants have no basis of costing them in terms of specific details for each activity (e.g., quantities, frequencies, sizes etc.). The Consultant will be required to facilitate the costs by paying for related expenses as will be directed by the client’s representative in writing and later seek reimbursement.

CONSULTANTS WILL HOWEVER BE REQUIRED TO INCLUDE DETAILS OF THE ACTIVITIES IN THEIR TECHNICAL PROPOSALS

SECTION V -TERMS OF REFERENCE

PROVISION OF CONSULTANCY SERVICES FOR CONDUCTING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) FOR DEVELOPMENT OF PROPOSED BUNGOMA COUNTY ENVIRONMENT AND SOCIAL IMPACT ASSESSMENTS (1 COMPREHENSIVE PROJECT REPORT AND 46 SUMMARY PROJECT REPORTS).

1.0 PROJECT BACKGROUND

The County Government of BUNGOMA through the Department of Trade, Co-Operatives, Enterprise and Industrialization in collaboration with Ministry of investment, Trade and Industry intend to establish a County Aggregation and Industrial Park. The Project components include Construction of warehouses, construction of storage facilities, electrical installation works, installation of fire alarm detection, installation of a centralized antennae system, installation of lightening protection, earthing and bonding system and installation of sub- switch board. The County also intends to construct a Rehabilitation Centre for drug and substance abuse

This document aims to provide information regarding the application for consultancy for Environmental and Social Impact the Assessment (ESIA) for the proposed **bungoma county environment and social impact assessments (1 comprehensive project report and 46 summary project reports)**. The (ESIA) is the assessment of the environmental and social impact (positive and negative) of concrete projects prior to the decision to move forward with the proposed action. Any person, company, authority or other entities that might be directly or indirectly affected by the proposed activity can register as an Interested or Affected Party (I&AP). This includes, but is not limited to municipal and provincial authorities, interest groups, Non-Government Organizations and conservation groups.

County Government of BUNGOMA and the department of Environment, Tourism and Climate Change has set up a request for proposal to relevant bodies to undertake environmental and social impact assessments to identify and assess all potential environmental and social impacts associated with the proposed projects.

The lay-out of the proposed construction works have been documented through architectural designs and drawings

2.0 SPECIFIC OBJECTIVES OF THE ESIA CONSULTANCY

- To integrate environmental and social concerns in the development process.
- To identify possible adverse environmental and social impacts and proposed mitigation measures for the adverse impacts.
- To ensure that projects meet legal requirements under the constitution of Kenya, EMCA Cap 387 and Environment Impact Assessment and Audit Regulations.
- To ensure public participation in the environmental and social concerns of the proposed development.
- To support positive contribution towards sustainable development in the urban, housing, manufacturing and enterprise sectors.
- To create awareness through public participation ○ To obtain EIA license and approval from NEMA as may be applicable.

RATIONALE FOR THE CONSULTANT

In its bid to comply with the Environmental Management and Coordination Act (EMCA), CAP 387 (Revised,2015) County Government of BUNGOMA is seeking individual/cooperate consultants to **conduct Environment & Social Impact Assessments (1 comprehensive and 46 summary project reports)**. Despite the fact that implementation of the proposed projects will provide significant social and economic benefits to the community and the Nation at large, some of its sub projects may have potential adverse environmental and social impacts on surrounding communities including straining of water resources, increased population around the areas causing social stress to the residents.

3.0 SCOPE OF EIA CONSULTANCY

The consultant is expected to **conduct Environment & Social Impact Assessments (1 comprehensive and 46 summary project reports)** Projects covering;

- i. Upgrading of water boreholes and water springs - 30
- ii. Rehabilitation and upgrading of Sitabicha water dam - 1
- iii. Construction and installation of zero grazing units alongside biogas unit – 13
- iv. Supply and construction of energy centres for making improved energy saving Jikos - 3

The consultant is expected to **conduct Environment & Social Impact Assessments (1 comprehensive and 46 summary project reports)**

The scope of studies includes characterization of various components of the existing environmental variables in the areas namely air, water, land, biodiversity and socio-economic status, etc. to the site and its environs. The various steps involved in the EIA study are as follows:

- Anticipated Environmental & Social Impacts and proposed Mitigation Measures.
- Preparation of Environmental & Social Management and Monitoring Plan.
- Preparation of health and safety Plan.
- Summary and Conclusion.

Project Description

Project description will cover the following aspects:

- Location and layout map of the project. (GPS)
- Nature of the project
- Processes undertaken and materials used

Description of Environment

Present status of environment with respect to land, air, water, demographic data, livestock population and socioeconomic components shall be established through field monitoring and secondary data sources. The presence of any environmental hotspot or environmentally significant areas should be documented.

Land environment

Study of existing land use pattern with respect to habitation, agriculture, forest/vegetation cover, environmental hazards etc. based on ground-truth verification and secondary data. The following features will be depicted on a map;

- Topography of the area including slope, landforms and terrain analysis.
- Physio-chemical characteristics of soil including soil type, porosity, erodibility and erosivity, permeability, and primary nutrients.
- Public health risks

Biological environment

- Collection of data on existing flora and fauna of the study area.
- Identification of rare and endangered species in the study area.

Socio – Cultural and Economic Environment

- Study of sociological and cultural environment of study area with respect to demographic structure, literacy, average household size, sex ratio and social structure.
- Study of infrastructure facilities in the study area.
- Study of current economic status of population/community and anticipated socio - economic contribution by the proposed renovation and construction of hospitality facilities.

Anticipated Environmental Impacts and Mitigation Measures:

Anticipated Environmental Impacts and proposed Mitigation Measures of proposed activities on various components of the environment shall be assessed.

Land Environment:

Impact will be assessed with respect to natural drainage patterns, soil fertility, soil erosion etc. Mitigation measures will include soil erosion control plan and details related to preservation of top soil.

Water Environment:

Impact of excavation on utilization of surface and underground water will be assessed. Details of water utilization and water conservation will be included and necessary mitigative measures will be suggested

Biological Environment:

Assessment of impact of construction activities on biological environment will be done. Details of landscaping and vegetation will be given.

Environment Management Plan

Environment management plan (EMP) shall be drawn after identification and prediction of the significant impacts and their magnitude. The proposed Environmental Management Plan will describe safeguards and monitoring on following aspects:

Environmental status, implementation, organization of setup and feedback mechanism to effect mid-course corrections.

Emergency Preparedness Plan

The emergency preparedness plan shall be incorporated in the report, which will include analysis of risk probability, zone of influence etc. The proposed plan will describe safety measures against forest fires, thunderstorms, wildlife attacks, civil unrest, etc.

EIA Report Format

The EIA Report will be prepared as per prescribed format described in the EMCA CAP 387, regulations and amendments thereto.

The report should address the following key specific objectives:

- To collect and collate baseline information relevant to the proposed construction project
- To collect and document primary data through the community participatory process.
- To identify and assess positive and negative impacts of the proposed project
- To identify and analyze alternative options for the proposed project

- To develop mitigation measures and cost estimates for the negative impacts of project.
- To design an Environmental & Social Management Plan (including cost estimates) and a monitoring framework for the environmental impact of the project.

5.0 SPECIFIC TASKS FOR THE CONSULTANT

- i. To collect relevant information that will be useful for the sub project report. ii.
- ii. To assess and report on the location of the sub project including the physical area that may be affected by the sub project's activities.
- iii. To assess and report the nature, design and budget of the sub project.
- iv. To assess and report on the economic and socio-cultural impacts of the sub project to the local community and the nation in general.
- v. To assess and report the activities that shall be undertaken during the sub project construction, operation and commissioning phases.
- vi. To assess and report the materials to be used, products and by-products, including waste to be generated especially during construction phase and the methods of their disposal.
- vii. To assess the potential environmental impacts of the sub project and develop the environmental management plan for the construction, operation and maintenance including mitigation measures.
- viii. To develop an action plan that ensures the health and safety of the workers and neighboring communities in the sub project cycle.
- ix. To provide recommendation if any, for improving the existing environment impacts
- x. Prepare and submit an Environmental Impact Assessment Report to National Environmental Management Authority (NEMA).
- xi. To provide any other information that the NEMA may require.
- xii. To undertake Stakeholder identification and involvement

6.0 OUTPUT AND DELIVERABLES

The planning of the assignment will be influenced by one main output, namely Environment and Social Impact Assessment (ESIA) Study Reports. The consultant will deliver the following:

- Inception Reports
- Draft Environmental and social Impact Assessment Project Reports (**1 comprehensive and 46 summary project reports**)
- Final Environmental and social Impact Assessment Project Reports (**1 comprehensive and 46 summary project reports**)
- One hard Copy of each Submitted to the Department and one soft Copy.

7.0 DURATION OF THE CONSULTANCY

The consultant is expected to take a maximum period of 30-man days for project (including report writing). He/she should therefore, present a proposal to BUNGOMA County Government, department of climate change.

8.0 QUALIFICATIONS AND EXPERIENCE OF THE CONSULTANT

8.1 Consulting Firm

The consulting firm should have a wealth of previous experiences in preparation of Environmental and Social Impact the Assessment (ESIA) reports with at least five (5) years' experiences in Consultancy services in the field. The Consultant shall provide a detailed Company Profile outlining services offered and that shall also include background information, years of operation, type of organization (corporation, Limited etc.), and financial information demonstrating financial stability

8.2 Staff Requirements

The Consulting firm shall provide a team of experienced Consulting Experts with an extensive mix of skills and expertise.

The County Government of BUNGOMA has defined the positions listed below as Key Staff with minimum staff requirement as indicated; it is however incumbent upon the consulting firms to ensure that they provide adequate manpower to implement the assignment at its different stages. Previous experiences of similar work in other organizations will be a distinct advantage.

The Consultant will not replace Key Staff without the prior written consent of the County Government of BUNGOMA. For each Key Staff team member proposed, the Consultant shall identify the team member's time commitment to this project (measured in percentage of work day, not to exceed 100 percent). Additionally, the Consultant shall identify the available start date and any other current or future obligations for Key Staff.

No.	Key Staff	Minimum Qualifications
1	K1-Lead Consultant (Environmentalist)	<p>Essential Qualification</p> <ul style="list-style-type: none">Graduate with Bachelor's Degree in the field Environmental Studies or Equivalent; and preferably a Master's Degree holderHolders of post graduate qualifications in relevant fields will have an added advantageShould be registered/ accredited by an official relevant professional body in Kenya in this case NEMA with a valid practicing License as a lead Expert for 2024 <p>Essential Experience</p> <ul style="list-style-type: none"><i>Total Professional Experience:</i> Preferably, 8 years postregistration.Demonstrable expertise in EIA process and experience in environment and social assessment and preparation of Environmental Assessment Reports<i>Experience in similar capacity:</i> Should have undertaken at least five (5) similar assignments with two (2) of them for a government entity.
2	K2 – Associate Consultant (Sociologist)	<p>Essential Qualification</p> <ul style="list-style-type: none">Graduate with Bachelor's degree Sociology or Equivalent..Holders of post graduate qualifications in relevant fields will have an added advantage <p>Essential Experience</p>

		<ul style="list-style-type: none"> ▪ <i>Total Professional Experience:</i> Preferably, 5 years postregistration. ▪ <i>Experience in similar capacity:</i> Should have undertaken at least three (3) similar assignments.
3	K3 – Associate Consultant (Environmentalist)	<p>Essential Qualification</p> <ul style="list-style-type: none"> ▪ Graduate with Bachelor’s degree Environmental Studies or Equivalent. ▪ Should be registered/ accredited by an official relevant professional body in Kenya in this case NEMA with a valid practicing License for 2024 Essential Experience <ul style="list-style-type: none"> ▪ <i>Total Professional Experience:</i> Preferably, 5 years postregistration. ▪ <i>Experience in similar capacity:</i> Should have undertaken at least three (3) similar assignments.

9.0 RESPONSIBILITY OF THE CONSULTANT

To deliver on the assignment as per the TOR and Contract.

10.0 RESPONSIBILITY OF BUNGOMA COUNTY GOVERNMENT

The client shall undertake the following:

- i. Introduce the Environmental expert to the key parties.
- ii. Provide relevant documents that may be required.
- iii. Explain the methods and procedures of the nature of development.
- iv. Provision of timely feedback.
- v. Payment of dues as per the contract.
- vi. Payment for Advertisement fees (both newspaper and radio)

11.0 SUPERVISORY ARRANGEMENTS

The consultant shall report to the Project Implementation Committee and shall work under the supervision of Chief Officer in charge of environment, climate change and Tourism. She/he will also work closely with the Local Community around the project area.

12.0 PAYMENT SCHEDULE

The consultant will be paid as follows:

- a) On submission of the final Reports and NEMA licences/approvals, the consultant will be paid once.

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract Consulting Services for:

Contract No.: _____

Contract Description: _____

Between _____ [*Name of the Procuring*

Entity] and _____ [*Name of the*

Consultant]

Date: _____

I. FORM OF CONTRACT - LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (herein after called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (herein after called the "Consultant").

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (herein after called the "Consultant").]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
NOW THEREFORE the parties hereto hereby agree as follows:
 - 1. The following documents attached here to shall be deemed to form an integral part of this Contract: a)
The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
 - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of..... *[Name of Procuring Entity] [Authorized Representative of the Procuring Entity—name, title and signature]* For and on behalf of..... *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant—name and signature] [Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]* For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture] [Name of the lead member] [Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]*

LETTER OF AWARD

[use letterhead paper of the Procuring Entity] [date]

To: [name and address of the winning Consultant]

Subject: Notification of Award Contract No.....

This is to notify you that your Proposal dated [insert date] for consulting services for [name of the assignment] as negotiated with you on for the contract amount of [Insert amount in numbers and words and name of currency] is here by accepted by our agency. You are requested to:

- (i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and
- (ii) (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Draft Negotiated Contract