

**REQUEST FOR PROPOSAL (RFP).**

**FOR**

**PROVISION OF CONSULTANCY SERVICES TO CARRY OUT  
ENVIRONMENTAL IMPACT ASSESSMENT (EIA) AND  
MITIGATION**

**OCTOBER 2021**

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## SECTION I

### INVITATION TO CONSULTANT DATE

#### Environmental impact assessment of the proposed hostel phase and students

County Government of Bungoma invites sealed bids from eligible candidates as follows:

S/NO	TENDER NO	DESCRIPTION	NEGOTIATION NO.	ELIGIBILITY
1.	BGM/CNTY/RPW/CEF/OT/044/2021-2022	Provision Of Consultancy Services To Carry Out Environmental Impact Assessment EIA And Mitigation For Fuel levy projects	900820	OPEN

Interested eligible candidates may download a complete set of tender document with evaluation criteria from the County Government of Bungoma website [www.bungoma.go.ke](http://www.bungoma.go.ke) and/ or the IFMIS tender portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) / or PPIP portal: [www.tenders.go.ke](http://www.tenders.go.ke) portal using the unique IFMIS Negotiation Number indicated in the tender advert.

#### Mandatory requirements

- Certificate of Incorporation/ Registration in Kenya
- Duly filled technical proposal submission form
- Current NEMA registration Certificate
- Current NEMA practicing license for the firm.
- Tax compliance certificate valid at the time of opening, the Certificate shall be verified from KRA tax checker.
- Duly filled and signed “Mandatory Confidential Business Questionnaire”;
- Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth and women in the enterprise)/ID Card for Sole Proprietorship
- Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice
- The Team Leader MUST have Lead Expert NEMA Registration Certificate and Current Practicing license from NEMA (Attach Copies)

Complete tender documents must be submitted through the **IFMIS SUPPLIER PORTAL** [www.Supplier.treasury.go.ke](http://www.Supplier.treasury.go.ke) as per the requirements contained in the document so as to be received on or before the date and time indicated in the IFMIS **Friday 29<sup>th</sup> of October 2021 at 10:00am**. bids shall be opened immediately thereafter in the presence of bidders or their representative who may choose to attend at Ministry of Roads, Infrastructure and Public Works conference hall.

**NOTE:** Bidders who May experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact the IFMIS Helpdesk (email <http://ifmis.go.ke>, [Tel:0800721477/0204801801](tel:0800721477/0204801801)) at the treasury or contact Supply Chain Management Office located behind H.E the Governor’s office County Government of Bungoma for assistance during official working hours. (Monday-Friday 8:00am- 5:00Pm)

**MANUAL SUBMISSIONS** will not be accepted. All tenders must be submitted through the IFMIS Platform.

#### CHIEF OFFICER ROADS, INFRASTRUCTURE AND PUBLIC WORKS

## **INTRODUCTION**

1. This standard Request for Proposals for provision of consultancy services to carry out Environmental Impact Assessment has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

**SECTION I- LETTER OF INVITATION**

To \_\_\_\_\_

Date\_\_\_\_\_

Dear Sir/Madam,

- 1.1 County Government of Bungoma invites proposals for the following consultancy services to carry out Environmental Impact Assessment. More details of the services are provided in the terms of reference herein.
  
- 1.2 The request for proposal (RFP) includes the following documents;
  - Section I - Letter of invitation
  - Section II - Information to Consultants
  - Section III - Terms of reference
  - Section IV - Technical proposal
  - Section V - Financial proposal
  - Section VI - Standard Forms
  
- 1.3 On receipt of this RFP please inform us
  - (a) that you have received the letter of invitation; and
  - (b) whether or not you will submit a proposal for the assignment

Yours sincerely,

**CHIEF OFFICER  
ROADS, INFRASTRUCTURE AND PUBLIC WORKS**

## SECTION II-INFORMATION TO CONSULTANTS

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## **SECTION II - INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

- 2.1.1 County Government of Bungoma will use Restricted Tendering to select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The University will restrict this proposal to NEMA Lead Experts who were shortlisted in 2019. Consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

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

## **2.2 Clarification and amendment to the RFP documents**

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

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

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

## **2.3 Preparation of proposals**

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

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

2.3.3 While preparing the Technical proposal, the individual consultant must give particular attention to the following:

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

**2.3.4 The Technical proposal shall provide the following information;**

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

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

## **2.4 Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial

proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## **2.5 Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, and the original and all copies of the financial proposal in a sealed envelope duly marked “**FINANCIAL PROPOSAL**”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly

marked "DO NOT OPEN on or before Friday 29<sup>th</sup> of October  
2021 at 10:00am

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

## 2.6 **Evaluation of the Proposal (General)**

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

## **Evaluation of Technical Proposals**

### **2.7**

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

## **CRITERIA FOR EVALUATION**

### **2.7.1 .1 Preliminary Evaluation**

Submit copies of the following **MANDATORY** documents (Yes/No)

	<b>Requirement</b>	<b>Compliance</b>
1.	Certificate of Incorporation/ Registration in Kenya	Must meet
2.	Duly filled technical proposal submission form	Must meet
3.	Current NEMA registration Certificate	Must meet
4.	Current NEMA practicing license for the firm.	Must meet
5.	Tax compliance certificate valid at the time of opening, the Certificate shall be verified from KRA tax checker.	Must meet
6.	Duly filled and signed “Mandatory Confidential Business Questionnaire”;	Must meet
7.	Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth and women in the enterprise)/ID Card for Sole Proprietorship	
8.	Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice	Must meet
9.	The Team Leader MUST have Lead Expert NEMA Registration Certificate and Current Practicing license from NEMA (Attach Copies)	Must meet

Firms that will not meet the above requirements will be declared non-responsive and will not proceed to technical evaluation stage.

## 2.7.2 TECHNICAL REQUIREMENTS

STAFF	TECHNICAL REQUIREMENT	Marks
<b>1. Qualification of Proposed Staff &amp; experience in handling similar assignment - Provide at least four (4) CVs with the below credentials;</b>		<b>50mks</b>
Team Leader	i. Master's Degree in environmental studies/planning/science or management (attach academic/professional certificate) <b>(5mks)</b> ii. 5 yrs experience (attach CV) <b>(7.5mks)</b>	
Sociologist	i. Masters in Sociology (attach academic/professional certificate) <b>(5mks)</b>	

STAFF	TECHNICAL REQUIREMENT	Marks
<b>1. Qualification of Proposed Staff &amp; experience in handling similar assignment</b> <b>- Provide at least four (4) Cvs with the below credentials;</b>		<b>50mks</b>
	ii. 5 yrs experience (attach) <b>(7.5mks)</b>	
Civil Engineer	i. Bsc Civil Eng. (attach Academic/professional certificate) <b>(5mks)</b> ii. 5 yrs experience (attach CV) <b>(7.5mks)</b>	
OHS Expert	i. Bachelors in OHS field - Academic/professional certificate <b>(5mks)</b> ii. 5 yrs experience (attach CV) <b>(7.5mks)</b>	
<b>Provide 2 No. similar or related EIA experience to this assignment (Environmental Impact Assessment - for the last five (5) years</b>		
1	Submit evidences of two (2) Similar assignments hat have been successfully handled in the last five (5) years with a magnitude/volume equivalent to this assignment indicating commencement and completion dates - 2 copy of contracts with completion certificates – 30mk - 1 copy of contract with completion certificate – 10mks	30mks
<b>Adequacy of methodology and work plan in response to Terms of Reference (TOR)</b>		20mks
1	Methodology; A description of the methodology (Tasks, methods, techniques and tools) <b>(10mks)</b>	
2	Work plan for performing the assignment supported by Gantt chart diagrams. <b>(10mks)</b>	

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “TTC”.

The pass mark shall be a minimum technical score of 70 points/marks. A proposal shall be rejected at this stage if it does not attain this mark.

Technical score will be given weight of 70% when determining the combined technical and financial score

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

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

## **2.8 Public Opening and Evaluation of Financial Proposal**

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

if they submit a financial proposal. They will also be invited to attend the opening ceremony

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) shall be as follows:

$S_f = 100 \times \frac{f_m}{f}$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

The financial score will be given a weight of 30% when determining combined technical and financial score.

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the respective section. The formulae for the combined scores shall be as follows;

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal

and P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

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

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

## **2.10 Award of Contract**

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

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

## **2.11 Confidentiality**

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

### **SECTION III - TERMS OF REFERENCE (TOR)**

#### **Notes on the preparation of Terms of Reference**

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Reporting systems and time schedules
- (e) Personnel, facilities and other requirements to be provided by the procuring entity and
- (f) Terms of payment

#### **a) Background information**

The ministry of Roads, Infrastructure and Public Works therefore intends to undertake Environmental Impact Assessment (EIA) and Audits for rural roads under upgrading/ reconstruction to gravel surface across the county government geographical space.

**b) Terms of Reference (TORs)**

In the EA process of Ministry of Roads, Infrastructure and Public Works, Terms of Reference (TOR) is a document to be prepared by the project proponent, and submitted to the authorizing agency for approval before final submission to the company for action.

**The basic objectives of the TOR are:**

1. Carry out environmental impact assessment on 39 rural access roads under county Roads Maintenance Levy Fund proposed project within Bungoma County
2. Evaluation of the legislations that govern and control environmental audits and advise the proponent on preferred mitigation measures.
3. Evaluate the status of the proponent's ability to interpret and articulate the environmental laws that regulate the undertaking and screen on the direct concerns with a view to prescribing appropriate mitigations.

4. Assess the compliancy to all statutory and legal instruments of the environment governance and report all findings.
5. Identify all areas of potential environmental challenges that may require monitoring and evaluation thereafter in line with unfolding social changes.
6. Recommend enhancement measures to encourage positive aspects and mitigation/improve measures against negative aspects.
7. Prepare a comprehensive E.I.A. for the project management to implement.
8. Prepare and submit to Ministry of Roads, Infrastructure and Public works the final compiled Environmental Impact Assessment. The report must have been approved and serialized by NEMA – Bungoma office.

#### **d). The Objectives of TORs**

The purpose of preparing the TORs for undertaking the required E.I.A for Roads is to ensure that the resulting E.I.A. will be suitable for review and evaluation by the concerned Kenyan government agencies i.e. (NEMA) and relevant to company mandate.

The proponent should always bear in mind that the purpose of the TOR is to answer the following questions;

1. What will be done?
2. Why will it be done?
3. How will it be done?
4. When will it be done?
5. Who will do it?
6. How much will it cost?

The answers to the questions are aimed for past and future purposes.

#### **Scope**

The scope of the EIA reports separately for the two projects:

1. Undertake Environmental Impact Assessment for the 39 earth roads across the county.
2. Document the two EIA reports for the two projects
3. Submit the two EIA reports for each projects to NEMA offices as appropriate
4. Get acknowledgement letters for the two reports from NEMA. Submit the original of these acknowledgement letters to the ministry of Roads, Infrastructure and Public Works.
5. Follow up the reports with NEMA office(s) to ensure license is issued
6. Submit the two original NEMA licenses of the projects to the ministry for use and retention

### **1.3 Administrative and Reporting Format**

The consultant will report to the Chief Officer, but will work closely with RMLF program leader and the Works Officers

### **1.4 Terms of engagement**

10. The Consultant will be engaged for a one term contract. However, duration of site supervision will depend on the activities on site.
11. The consultant will attend a scoping meeting for the purpose of clarification and discussion of tasks and key business issues.
12. The consultant will provide costing indicating task, resource person/expert, rate/day, duration in man-days, labor, etc.
13. The consultant will provide his own accommodation and transport.
14. The consultant will provide a detailed work plan which will be mutually agreed.
15. GDC will provide all drawings and designs of the proposed development.

### **1.5 Deliverables/ Desired outcomes**

- ✓ A diligent application of IFC Performance standards bearing in mind the importance of protected sites in the project area
- ✓ The report should develop a monitoring program for the project area as deemed fit.
- ✓ Produce a draft report within 21 days of the contract signing date and a final report within 30 days of contract signing.
- ✓ The report should be submitted to the county NEMA offices in Bungoma by the consultant and relevant compliance certificate from NEMA availed.

### 1.6 Timeframe

The entire process is estimated to take a **maximum of 30 days**

### 2.0 Consultant’s Skill and Experience

The firms submitting proposals should demonstrate that they can mobilize and deploy multiple skills necessary to undertake the range of tasks set out in this Terms of Reference.

The review and evaluation will comprise a team, managed by a Lead Consultant. Each individual on the team must be personally available to do the work as and when required. The Lead Consultant will be held accountable, in terms of services and technical assistance or the contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

Consultants will be selected upon demonstration of the technical evaluation criteria stipulated in clause 2.7.1 –

### 3.0 Time Schedule

The consultancy is expected to take **1 month from assignment kick-off.**

The consultant should develop a project implementation timeline aligned to the scope of work indicating the detailed activities and assignment of key staff using the guideline below:

Deliverable	Staff Assigned	Weeks from Assignment Start Date														Estimated Duration from Assignment start date (no. of weeks)	
		1	2	3	4	5	6	7	8								

### 4.1 Clients Inputs

#### a. Office & Stationery

The Consultant is made aware that the provision of the following facilities/services will be its responsibility:

- (i) The provision of accommodation and equipment
- (ii) The provision of all vehicles and transport arrangements
- (iii) Medical arrangements
- (iv) Ensuring of security of its staff during the field study
- (v) Other support services as may be necessary

**b. County Government of Bungoma**

The Ministry will assign staff to coordinate the provision of information as may be required by the consultant during the duration of the assignment and also counterpart staff especially during public/local community/ stakeholder consultation meetings.

**5.0 IMPROVEMENT OF TOR**

The Consultant may offer suggestions and improvements in the Terms of Reference, which it considers would result in better implementation of the project. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the consultant. The effect on time and cost estimates given under the above clause shall be clearly identified.

**e) Contract Price**

The total cost of the proposed EIA study should be given, together with estimates of the probable costs for any resulting Resettlement Action Plan, Mitigation Plan, Monitoring Plan, Auditing Plan, and Environmental Management Plan.

**Table 1. Mode of Payment**

<b>Payment Mode</b>	<b>Rate</b>	<b>Price Kshs.</b>
Final Copy Submission of the report approved by NEMA.	100% of Contract Price	
<b>Total Contract Price in Kshs.</b>		

**CRITERIA FOR TECHNICAL EVALUATION**

<b>STAFF</b>	<b>TECHNICAL REQUIREMENT</b>	<b>Marks</b>
<b>1. Qualification of Proposed Staff &amp; experience in handling similar assignment - Provide at least four (4) Cvs with the below credentials;</b>		<b>50mks</b>
Team Leader	i. Master’s Degree in environmental studies/planning/science or management (attach academic/professional certificate) <b>(5mks)</b> ii. 5 yrs experience (attach CV) <b>(7.5mks)</b>	
Sociologist	i. Masters in Sociology (attach academic/professional certificate) <b>(5mks)</b>	

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Civil Engineer	i. Bsc Civil Eng. (attach Academic/professional certificate) <b>(5mks)</b> ii. 5 yrs experience (attach CV) <b>(7.5mks)</b>	
OHS Expert	i. Bachelors in OHS field - Academic/professional certificate <b>(5mks)</b> ii. 5 yrs experience (attach CV) <b>(7.5mks)</b>	
<b>Provide 2 No. similar or related EIA experience to this assignment (Environmental Impact Assessment - for the last five (5) years</b>		
1	Submit evidences of two (2) Similar assignments hat have been successfully handled in the last five (5) years with a magnitude/volume equivalent to this assignment indicating commencement and completion dates - 2 copy of contracts with completion certificates – 30mk - 1 copy of contract with completion certificate – 10mks	30mks
<b>Adequacy of methodology and work plan in response to Terms of Reference (TOR)</b>		20mks
1	Methodology; A description of the methodology (Tasks, methods, techniques and tools) <b>(10mks)</b>	
2	Work plan for performing the assignment supported by Gantt chart diagrams. <b>(10mks)</b>	

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “TTC”.

The pass mark shall be a minimum technical score of 70 points/marks. A proposal shall be rejected at this stage if it does not attain this mark.

## Special Conditions to Consultants

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

Clause Reference	
2.1	The name of the Client is: <b>County Government of Bungoma P.O Box 437- 50200 Bungoma</b>
2.1.1	The method of selection is: <b>Quality Cost Based Selection (QCBS)</b>
2.1.2	Technical and Financial Proposals are requested: <b>Yes</b>
	<b>The name of the Assignment is: PROVISION OF IMPACT ENVIRONMENTAL ASSESSMENT FOR CENTRE.</b>  <b>Objectives and description of the assignment are: Carrying out of Environmental Impact Assessment</b>
2.1.3	A pre-proposal conference will be held: <b>No</b>
	<b>NB:</b> Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than seven (7) days prior to the proposal submission date
2.1.4	The Client will provide the following inputs: i) Office Space ii) Counterpart personnel

2.1.5	<p>i) The estimated number of professional staff months required for this assignment is 2 months</p> <p>ii) The minimum required experience of proposed professional staff is:[<i>as per TOR below</i>]</p>
2.1.6	<p>i) Training is a specific component of this assignment: <b>NO</b></p> <p>ii.) On-site support is a specific component of this assignment: <b>YES</b></p> <p>(ii)Additional information in the Technical Proposal includes: <b>None</b></p>
2.1.7	<p>Taxes: Local tax liability, insurances</p> <p><b><u>Local Tax Liability</u></b> The financial proposal shall be inclusive of taxes.</p> <p><b><u>Insurance</u></b> The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost, insurance against insurable risks.</p>
2.3.1	The Consultants proposal shall be written in English language
2.4.5	The Proposal must remain valid for <b>120 days</b> after the submission date
2.5.2	Consultants must submit <b>an original</b> and <b>two (2)</b> additional copies of each proposal.
2.5.3	<p>The proposal submission address is:</p> <p style="text-align: center;"><b>The Chief Officer</b> <b>Roads, Infrastructure and Public Works</b> <b>P. O. Box 437 50 200</b> <b>BUNGOMA</b></p> <p>The inner and outer envelopes shall be clearly marked with the <b>tender No</b></p> <p><b>NB:</b> The Technical and Financial proposal shall be submitted <b><u>in separate envelopes</u></b> and sealed in an outer envelope clearly marked as indicated above.</p>
2.5.4	Proposals must be submitted no later than the following date and time: <b>Friday 29<sup>th</sup> of October 2021 at 10:00am</b>
2.6.1 2.9.2	<p>The address to send information to the Client is P.O Box 437 -50200 Bungoma</p> <p>The assignment is expected to commence immediately after Contract Signing.</p>

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

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

## SECTION III-

## TECHNICAL PROPOSAL

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# 1. TECHNICAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

\_\_\_\_\_ [*Title of consulting services*] in accordance  
with your Request for Proposal dated \_\_\_\_\_ [*Date*] and our

Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

## 2. FIRM'S REFERENCES

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

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

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

Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**9. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

# **1. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

## TEAM COMPOSITION AND TASK ASSIGNMENTS

### (a) Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

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

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

—

Date of Birth:

---

Years with Firm: \_\_\_\_\_ Nationality:

---

Membership in Professional Societies:

---

—

---

Detailed Tasks Assigned:

---

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---

**Certification:**

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

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

\_\_\_\_\_  
*[Signature of staff member]*

Date; \_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

### Months (in the Form of a Bar Chart)

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

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

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

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

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

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

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

**(ii)ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

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

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

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

Reports	Date
2. Inception Report	
3. Interim Progress Report First Status Report Second Status Report	
4. Draft Report	
5. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

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# 1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm] :*

\_\_\_\_\_ *[Address]:*

## 2. SUMMARY OF COSTS

### FINANCIALS

No.	Description of Key Assignments	Currency	Amount(s)
	<b>TOTAL Amount of Financial Proposal</b>		

## 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration  Reimbursable  Miscellaneous Expenses  Subtotal	_____

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

#### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_  
 Name: \_\_\_\_\_

N o.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	<b>Grand Total</b>				_____

## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

## **NOTES ON PREPARATION OF TECHNICAL AND FINANCIAL PROPOSAL**

### **Notes on the Preparation of Technical Proposal (TP).**

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

It shall contain the following:-

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

*(to be prepared by the consultant as appropriate)*

## **SECTION V- FINANCIAL PROPOSAL (FP)**

### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (b) Submission letter indicating total fees
- (c) Summary of costs
- (d) Breakdown of fees per activity
- (e) Breakdown of reimbursable costs/expenses per activity
- (f) Miscellaneous expenses

*(t be prepared by the consultant as appropriate)*

**SECTION VI - STANDARD CONTRACT FORM**

**INDIVIDUAL PROFESSIONAL  
CONSULTANTS (Lump-sum payment)**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultant's clause 2.10.2

**SECTION VI - STANDARD CONTRACT FORM**

**2. STANDARD CONTRACT FORM**

**INDIVIDUAL PROFESSIONAL  
CONSULTANTS (lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into \_\_\_\_\_  
\_\_\_\_\_this [insert starting date of assignment], by and between.

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

\_\_\_\_\_ [insert Consultant’s name] of  
[Or whose registered office is situated at]\_\_\_\_\_ of  
\_\_\_\_\_ [Insert Consultants address] (Hereinafter called “the Consultant”) of  
the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

**Services** (i) The Consultant shall perform the Services specified in  
Appendix A, “Terms of Reference and Scope of Service, “which is  
made an integral part Of this Contract.

(iii) The Consultant shall provide the personnel listed  
Appendix B, “Consultant’s Personnel,” to perform  
the Services.

(iv) The Consultant shall submit to the Client the  
reports in the form and within the time  
periods specified in Appendix C,  
“Consultant’s Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

6. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_[insert starting date] and through to \_\_\_\_\_[insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. **Ceiling**  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_[Insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be Imposed on the Consultant.

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

Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft report, acceptable to the Client; and

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

Kshs. \_\_\_\_\_ Total

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

4. **Project Administration** A. **Coordinator**  
The Client designates \_\_\_\_\_  
[insert name] as Client’s Coordinator; the  
Coordinator will be responsible for the  
Coordination of activities under this Contract,  
for acceptance and approval of the reports and of  
other deliverables, by the Client and for receiving  
and approving invoices for payment.
- B. **Reports**  
The reports listed in Appendix C, “Consultant’s  
Reporting Obligations,” shall be submitted in the  
Course of the assignment and will constitute the  
basis for the payments to be made under paragraph  
3.
5. **Performance Standards** The Consultant undertakes to perform the Services  
with the highest standards of professional and  
ethical competence and integrity. The Consultant  
shall promptly replace any employees assigned  
under this Contract that the Client considers  
unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this  
Contract and within two years after its expiration  
Disclose any proprietary or confidential  
Information relating to the Services, this Contract  
Or the Client’s business or operations without  
the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic,  
Software or otherwise prepared by the  
Consultant for the Client under the Contract  
shall belong to and remain the property of the  
Client. The Consultant may retain a copy of such  
documents and software.
2. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this  
Contract and after its termination the Consultant  
and any entity affiliated with the Consultant shall  
be disqualified from providing goods, works or

services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 9. **Insurance**                    The Consultant will be responsible for taking out any appropriate insurance coverage.
  
- 16. **Assignment**                The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
  
- 17. **Law Governing Contract and Language**    The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
  
- 12. **Dispute Resolution**        Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Consultant

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**2.0**  
**FORM RB 1**

**REQUEST FOR REVIEW FORM**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary