



**REQUEST FOR PROPOSAL**

**DEVELOPMENT OF COMMUNICATION STRATEGY**

**RELEASE DATE** :10<sup>th</sup> MARCH 2020  
**RFP CLOSING DATE** :25<sup>th</sup> MARCH 2020.  
**TIME** :1100 HRS

**REF. NO: NEMA/RFP/36/2019/2020.**

**(FIRMS SELECTION)**

## **TABLE OF CONTENTS**

	Page
INTRODUCTION .....	3
SECTION I. Letter of Invitation .....	4
SECTION II. Information to consultants.....	6
Appendix to information to Consultants.....	14
SECTION III Technical Proposal .....	19
SECTION IV. Financial Proposal .....	30
SECTION V Terms of Reference .....	38
SECTION VI. Standard Forms of Contract .....	41

**ANNEXES:**

Annex I. Small Assignments Contract: Time-Based Payments.

**Appendices:**

Sample Contract for Consulting Services

Letter of Notification form

Public Procurement Review Application Form

Tenderer's Declaration form



## **INTRODUCTION**

1. The National Environment Management Authority is established under Environmental Management and Co-ordination Act, Cap 387. The Authority has a wide mandate of exercising general supervision and coordination over all matters relating to the environment and to be the principal instrument of the Government of Kenya in the implementation of all policies relating to the environment.
  
2. The Authority intends to develop a communication strategy strategically to serve as a critical input in increasing knowledge, building support, generating positive perceptions and most importantly influencing actions, behaviors and practices of our stakeholders.
  
3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

**SECTION I - LETTER OF INVITATION**

TO:

*Date 10.3.2020.*

Dear Sir/Madam,

**RE: CONSULTANCY SERVICES TO DEVELOP NEMA COMMUNICATION STRATEGY.**

1.1 National Environment Management Authority invites proposals for Development of Communication Strategy. The Communication Strategy aims to serve as a critical input in increasing knowledge, building support, generating positive perceptions and most importantly influencing actions, behaviors and practices of our stakeholders.

1.2 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants  
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **Table of Contents**

- 2.1 Introduction
- 2.2 Clarification and amendment of RFP document
- 2.3 Preparation of Technical Proposal
- 2.4 Financial proposal
- 2.5 Submission, Receipt and opening of proposals
- 2.6 Proposal evaluation general
- 2.7 Evaluation of Technical proposal
- 2.8 Public opening and Evaluation of financial proposal
- 2.9 Negotiations
- 2.10 Award of Contract
- 2.11 Confidentiality
- 2.12 Corrupt or fraudulent practices

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

### **2.1 Introduction**

- 2.1.1 National Environment Management Authority will select a firm among those who bid to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC".
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and

will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

**2.3.1** The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.

- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

#### **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 **Evaluation of Technical Proposal**

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, **applying the evaluation criteria as detailed in the Appendix to ITC.**

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 "ITC".

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

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score ( $Sf$ ) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
 $Sf = 100 \times \frac{FM}{F}$  where  $Sf$  is the financial score;  $Fm$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration. Proposals will be ranked according to their combined technical ( $St$ ) and financial ( $Sf$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score,  $S$ , is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment and complete it within the specified period in the Appendix.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **Appendix to information to consultants**

### **Note on the Appendix to Information to Consultants**

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

## Appendix to Information 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 appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference	Description	Details
2.1	Name of the Client	National Environment Management Authority. (NEMA).
2.1.1	Method of Selection	Quality and Cost Based Selection
2.1.2	Submission of Technical and Financial Proposal	Yes
2.1.3	Pre-proposal Conference	Not applicable
2.1.4	Training is a specific component of this assignment	Yes
2.1.5	The Consultant Must submit <b>ONE original</b> and <b>ONE copy</b> of the Technical Proposal in a sealed envelope clearly marked " <b>TECHNICAL PROPOSAL</b> ," and <b>ONE</b> original Financial Proposal in a sealed envelope clearly marked " <b>FINANCIAL PROPOSAL</b> " and warning: " <b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL</b> ". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, RFP NO and the Category description and be clearly marked, " <b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE ON 25<sup>th</sup> March 2020.</b> "	Yes
2.1.6	The Financial proposal Envelope shall bear the Name of the Consultant to facilitate returning of the financial proposals or unsuccessful Consultants unopened.	Yes
2.1.7	The Proposal submission address	The Director General, National Environment Management Authority, Eland House, Popo Road, Off Mombasa Road, P.O. Box 67839 – 00200. NAIROBI.
2.1.8	The minimum technical score required to pass	70%
2.1.9	Weights given to the Technical and Financial Proposals are	T= _____ (0.80) P= _____ (0.20)
2.1.10	The assignment is expected to be completed in:	120 Days
2.1.11	Sequential pagination of all pages	Yes
2.1.12	Submission of Signed Financial and Technical proposal form. <b>(Financial submission form to be enclosed in the financial proposal ONLY).</b>	Yes

**APPLICABLE EVALUATION CRITERIA.**

**Mandatory Evaluation/Eligibility Criteria.**

<b>NO</b>	<b>REQUIREMENTS</b>	<b>YES/NO</b>
1	Copy of Incorporation Certificate/Registration Certificate.	
2	Valid Tax Compliance Certificate or exemption certificate.	
3	Copy of current CR12 or BN2 or list of registered officials for Societies/NGO.	
4	Duly filled Technical Submission Form in the form provided	
5	Duly filled Tenderer's declaration form in the form provided.	

**N.B: Sequential pagination of all pages in the tender document is required as per PPAD ACT 2015 (74) (i).**

At this stage the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

**Technical Evaluation criteria. Passmark is 70% and above.**

	<b>Criteria</b>	<b>Max. Score</b>	<b>Actual Score</b>
<b>Specific experience of the consultant related to the assignment</b>			
	Avail the firm's profile to include the following: <ul style="list-style-type: none"> <li>• Introduction/Mission/Vision statements.</li> <li>• Company/Firm Details. Directors/Staff.</li> <li>• Description of Services Offered.</li> <li>• Client Base, assignments offered and dates</li> <li>• List of Corporate Referees with contacts</li> </ul> <b>(Each 1 mk)</b>	5	
	Attach evidence of past assignments(5.NO) on development of corporate communication strategy to Public Sector Institutions within the last 5yrs. Acceptable evidence include Signed Contracts, Signed Completion reports. <b>(2Mks each)</b>	10	
	<b>Sub-Total</b>	<b>15</b>	
<b>Adequacy Of The Proposed Work Plan And Methodology In Responding To The Terms</b>			

<b>Of Reference</b>			
	<p>Avail a Methodology of implementing the assignment.</p> <ul style="list-style-type: none"> <li>• Inception report</li> <li>• Validation forum/s.</li> <li>• Draft Communication strategy</li> <li>• Final report</li> <li>• Training</li> </ul> <p><b>(Each 2mks Max 10mks)</b></p>	10	
	<p>Avail a Work plan to incorporate all the activities to be undertaken as per the Terms of Reference. Clearly capture:</p> <ul style="list-style-type: none"> <li>• Comprehensive situation analysis</li> <li>• Develop communication policy and strategy</li> <li>• Monitoring and evaluation frameworks</li> <li>• Plan for operationalization of the communication strategy</li> <li>• Training/knowledge transfer.</li> </ul> <p><b>(Each 3mks)Max15mks</b></p>	15	
	<p>Consultant's understanding of the scope of work and interpretation of Terms of reference.</p>	10	
	<p>Consultants Organization structure towards carrying out the assignment. <b>(Avail an organogram)</b></p>	5	
	<b>Total for approach and methodology</b>	<b>40</b>	<b>40</b>
<b>Qualifications and Competence of the Key Staff for the assignment</b>			
	<p><b>Lead Consultant</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in Strategic communications/ Public Relations/ Development Communication or any other related field.(Attach academic certificate/transcript)<b>(4mks)</b></li> <li>• Degree<b>(1 Mk)</b></li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Experience of the lead Consultant in similar assignments : 8 years and above.<b>(6mks)</b> 5-7Years<b>(3mks)</b> 1-4 Years<b>(1mk)</b></li> </ul> <p><b>(Attach CV/Recommendations)</b></p>	6	

	<b>Communications Expert.</b> <ul style="list-style-type: none"> <li>• Masters in communications/Public Relations.(3mks)</li> <li>• Degree(1mk)</li> </ul> <b>(Attach academic certificates/transcripts)</b>	3	
	Experience of the Communications Expert working in communications assignments in public sector. <ul style="list-style-type: none"> <li>• 5 years and above(5mks)</li> <li>• 1-4 Years (1mk each).</li> </ul> <b>(Attach CV/Recommendation letters)</b>	5	
	<b>Research Expert.</b> <ul style="list-style-type: none"> <li>• Masters in research related area. (4mks)</li> <li>• Degree in research related area. (2mks)</li> </ul> <b>Attach relevant academic certificates.</b>	4	
	Experience of the research expert in designing and overseeing research projects to inform communication programmes. <b>(Max 5 projects).</b> <b>(Each 1 mark)Attach contracts awards/completion reports.</b>	5	
	Other relevant/Proposed key staff.(Max 4 Individuals) Attach their academic certificates and CV's. <b>(Each 2 mks)</b>	8	
	<b>Total for qualification and competence</b>	35	
<b>Suitability to the transfer of Technology Programme (Training)</b>			
	Stakeholder Involvement-Validation forums. <b>Each 1mk (max2mks)</b>	2	
	Adequacy of the proposed implementation plan(Max 5mks)	5	
	Completeness of the proposed evaluation instrument.(Max 3mks)	3	
	<b>Total for Suitability</b>	10	
	<b>GRAND TOTAL</b>	100	100

**The pass mark to proceed to financial evaluation is 70/100(%).**

**Financial Evaluation.**

2.9.2 The formulae for determining the Financial Score (Sf) shall, be as follows:-

$S_f = 100 \times \frac{F_m}{F}$  where  $S_f$  is the financial score;  $F_m$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration. Proposals will be ranked according to their combined technical ( $St$ ) and financial ( $Sf$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score,  $S$ , is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for considered for award/negotiations.

## **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**

**Table of Contents**

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

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

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

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

*(May be amended as necessary)*

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

---

On the Terms of Reference:

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

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

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

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

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

**6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---

**Certification:**

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

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

\_\_\_\_\_ *Date;*  
\_\_\_\_\_  
*[Signature of authorised 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: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

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

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

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

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

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

## **SECTION 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**

**Table of Contents**

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

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

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

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
:  
\_\_\_\_\_ *[Name and Title of Signatory]:*  
\_\_\_\_\_ *[Name of Firm]*  
\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
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)				
Consultants				
Grand Total			_____	_____

### 5. REIMBURSABLES PER ACTIVITY

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

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

## 6. MISCELLANEOUS EXPENSES

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

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

## **SECTION V: - TERMS OF REFERENCE**

### **5.1 CONSULTANCY SERVICES FOR DEVELOPMENT OF NEMA COMMUNICATION STRATEGY.**

#### **5.2 Introduction.**

The National Environment Management Authority is established under Environmental Management and Co-ordination Act, Cap 387. The Authority has a wide mandate of exercising general supervision and coordination over all matters relating to the environment and to be the principal instrument of the Government of Kenya in the implementation of all policies relating to the environment.

The Authority intends to develop a communication strategy strategically to serve as a critical input in increasing knowledge, building support, generating positive perceptions and most importantly influencing actions, behaviors and practices of our stakeholders.

#### **The communication strategy is envisaged to:-**

- a) Enhance customer and stakeholder relationships and satisfaction
- b) Create public awareness about the role of NEMA as a regulator of environment matters in the country
- c) Strengthen the brand of the Authority and create demand for the services it provides
- d) Enhance understanding and build support among policy and decision makers in government and the development sector.
- e) Produce periodic targeted publicity materials

#### **5.3 Objective**

The main objective of the consultancy is to:

- Develop NEMA Communication strategy

#### **5.4 Scope of the Assignment.**

- Undertake a rapid situation analysis of the current communication and public relations activities being undertaken by NEMA. This will include review of internal and external audiences, communication materials and channels being

used, current media relations practices, key players and actors, review of ongoing communication activities.

- Develop a communication Policy and Strategy for the Authority.
- Develop a monitoring and evaluation framework for the entire communication strategy, complete with process, outcome and impact indicators.(KPI)
- Process a plan for action for the operationalization of the communication strategy and provide an indicative budget of key components.
- Train top management, middle management and supervisors, technical officers and communication officers on their key roles in implementing the strategy.

### **5.5 DELIVERABLES:**

The Consultant will be required to present:

- i. An Inception report no later than twenty(20) days after signing the contract clearly setting out the following:
  - ii. A gap analysis of the communication needs for disseminating information.
  - iii. Communicating information to and educating key stakeholders.
  - iv. Communication needs of the activities to be undertaken in the strategy.
1. Goals and SMART objectives and targets of the proposed communication strategy
  - A detailed communications strategy identifying the target groups, messages and media and timeframe for implementation.
2. Validation workshop.
3. An in person presentation to the NEMA management on the 90<sup>th</sup> day of assignment. (Calendar days).
4. A Final report, subject to approval by Chief Corporate Communication Manager, not later than 120 days of the assignment(after the date of signing the contract) setting out:
  - Detailed dissemination strategy with recommended outlets and media for reaching the public's identified;
  - Proposals, in outline, of the types of educational and informational materials suggested for use as part of the communication strategy;

- An implementation plan, including a detailed resource list and estimated budget;
  - A Gantt chart timetabling the roll-out of the strategy; and
5. A draft evaluation instrument for measuring the achievement of the goals and targets of the strategy. (To capture proposed timelines/intervals for evaluation and clear comprehensive checklist).

## 5.6 REPORTING REQUIREMENTS

The Consultant shall provide a proposed program for executing the consultancy, with specific milestones clearly marked on it. The estimated time duration for the consultancy is 120 days. The schedule of reports is in the table below:-

<b>Deliverable/Report</b>	<b>Timing</b>	<b>Remarks</b>
Inception Report	20 days after the date of contract signing.	1 original and 5 copies
Draft communication strategy and M & E framework	90 days after the date of contract signing.	1 original and 5 copies
Final communication strategy and M & E framework	120 Calendar days from the date of contract signing	1 original and 5 copies

### Terms of Payment.

<b>Milestone</b>	<b>Percentage of the payment</b>
After preparation, submission and acceptance of the inception report by the client.	30%
On completion and acceptance by the client.	70%

**SECTION VI:**  
**STANDARD FORMS OF CONTRACT**

- a. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)

**NOTES**

1. SMALL ASSIGNMENT \_\_\_\_\_Not exceeding Ksh. 5,000,000

**ANNEX I**  
**SAMPLE CONTRACT FOR CONSULTING**  
**SERVICES**

**Small Assignments**

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
TIME-BASED PAYMENTS**

**CONTRACT**

This Agreement [hereinafter called "the Contract"] is entered into this \_\_\_\_\_ [Insert starting date of assignment], by \_\_\_\_\_ and \_\_\_\_\_ between

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

\_\_\_\_\_ [Insert Consultant's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant's address](hereinafter called "the Consultant") of the other part.

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

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

**3. Payment** A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

**B. Remuneration**

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

**C. Reimbursables**

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

**D. Payment Conditions.**

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

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

**4. Project Administration**

**A. Coordinator**

The Client designates \_\_\_\_\_  
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

**(ii)**

for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

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

**5. Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not 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 or any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

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

(iii)

- 10. Assignment**                    The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.
- 11. 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 this 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; \_\_\_\_\_

**(iv)**  
**LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

**(v)**

Issued by NEMA-2020

## APPENDIX C

### Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_



**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS**

**CONTRACT**

This Agreement, [hereinafter called "the Contract"] is entered into this \_\_\_\_\_ [Insert starting date of assignment], by and between

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

\_\_\_\_\_ [Insert Consultant's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant's address](hereinafter called "the Consultant") of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

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

(i)

**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 of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

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

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

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

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

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. 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

(ii)

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.

- |  |   |
|--|---|
| <b>6. Confidentiality</b>                                    | 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.  |
| <b>7. Ownership of Material</b>                              | 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.   |
| <b>8. Consultant Not to be Engaged in certain Activities</b> | 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.  |
| <b>9. Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.   |
| <b>10. Assignment</b>  | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.   |
| <b>11. Law Governing Contract and Language</b>               | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.   |
| <b>12. Dispute Resolution</b>                                | 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; \_\_\_\_\_

## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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**

**TENDERER'S DECLARATION FORM.**

The Director General,  
National Environment Management Authority (NEMA),  
P.O Box 67839-00200,  
Nairobi, Kenya.  
Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)  
declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or is not a person within the meaning of paragraph 2.1.7 of ITT (Eligible Tenderers) of the Information to Consultants.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.
- f) That I/ We are not associated with any other Tenderer participating in this tender

Dated this.....(Day) of.....(Month) in the year 2020  
Name of Declarant (as per National Identification Card).....Signature.....

Sworn/Declared before me this.....(Day) of.....(Month) in the year 2020.

Commissioner for Oath/Magistrate: .....(Name and Stamp).....