



NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY

P.O. Box 67839-00200

Popo Rd. Off Mombasa Road, NAIROBI

Email: dgnema@nema.go.ke, Website: www.nema.go.ke

REQUEST FOR PROPOSAL

**CONSULTANCY SERVICES FOR DEVELOPMENT OF ENVIRONMENTAL INDEX AND
ENVIRONMENTAL CRIME INDEX 2020**

TENDER NO.NEMA/RFP/30/2019-2020

19th MAY 2020

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INTRODUCTION

SECTION I - LETTER OF INVITATION

TO:

Date 19/05/2020

Dear Sir/Madam,

RE: CONSULTANCY SERVICES FOR DEVELOPMENT OF ENVIRONMENTAL INDEX AND ENVIRONMENTAL CRIME INDEX 2020.

TENDER NO.NEMA/RFP/30/2019-2020

- 1.1 The National Environment Management Authority (NEMA) invites proposals for the following consultancy services for Development of Environmental index and Environmental crime Index
- 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 proposal |
| Section V | - | Financial proposal |
| Section VI | - | Standard Contract Form |
- 1.3 Upon receipt, please inform us
- (a) that you have received the letter of invitation
 - (b) whether or not you will submit a proposal for the assignment

Yours sincerely

**AG. CHIEF PROCUREMENT OFFICER
FOR: DIRECTOR GENERAL**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 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 is intends to develop an Environmental Performance Index (EPI) and environmental crime index (ECII) both to be used as indicators of the national and county levels performance in implementing environmental management initiatives.

The Environmental Performance Index (EPI) shall help the national government and counties assess performance in environmental management. The EPI is also be used as an outcome indicator for environment interventions in programs such as the Green Growth and Employment Programme (GGEPP).

The Environmental Crime Incident Index (ECII), like the EPI, but as a standardized national and county performance monitoring tool of key incidents, shall help manage environmental crimes based on a regular analysis of anthropogenic environmental pressures and fashioned based on NEMA's Incident reporting database.

Objective

The main objective of the consultancy is assisting in updating the 2018 KEPI into a 2020 KEPI and developing the 2020 ECII as integral to the KEPI, both to be used as indicators of the national and county levels performance in implementing environmental management initiatives. The indexes shall specifically be used to measure achievement of key outcomes of the Green Growth and Employment program (GGEPP). Since this relatively new development in Kenya, the consultant(s) will also undertake training of key stakeholders on the use of the EPI and ECII to improve environment performance by integrating the same in the county planning and budgeting processes.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain 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", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 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 authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address 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 follows

(i) Specific experience of the consultant related to the assignment (20 Mks)

NEMA wishes to engage a qualified and experienced firm to execute the assignment on consultancy contract basis. The selected consultancy firm shall have a proven track record and existence in developing environmental index and environmental crime index. Provide Reference Provide names and address of client, contact person(s), date of assignment, and resource persons for each assignment, with accompanying reference letters (Attach detailed documentary evidence).

Each assignment carries 2 points while each year carries 1 point per year for the Number of years firm/lead consultant has been engaged in the area of assignment with a minimum 2 years

Assignment – (10 Mks)

Years of experience –(10 Mks)

(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (40 Points)

The firm shall give details on the approach and methodology to ensure development of environmental index and environmental crime index. A clear work plan should be provided. Bidders must demonstrate a clear understanding of NEMA's operations, the TORs of the assignment and clearly indicate how the objectives will be achieved.

- Conformity to the TORs (The tenderer's response conformity to the TORs)(10mks)
- Consultant's initiatives and comments on the TORs (10mks)
- A Training and transfer of technology(10 mks)
- Appropriateness of Methodology and Work Plan(Completeness of Description of Methodology) (10mks)

(iii) Qualifications and competence of the key staff for the assignment (30 points)

The Consultant will present a lead consultant and 4 others who will be involved in the assignment. The lead consultant must provide a description of relevant assignments of a similar nature conducted within the last five years which should include number of institutions Environmental index and Environmental crime index and developed for.

The Lead consultant must be a holder of post graduate degree in environmental science, environmental management, natural resource management or related courses. Expertise in research and capacity building in the environment sector. (5Min years of experience)

The other 4 consultants will have a minimum 2 years' experience and University Degree in environmental science, environmental management, natural resource management or related course, minimum 2 years' experience

Signed CVs and copies of academic and professional certificates of all the staff to be assigned should be attached.

Lead consultant – (10 mks)
Other 4 consultants (5mks each)

(vi) Suitability of Transfer of Technology Programme (Training) (10Mks)

Experience in institutional capacity building in the last two years.

-Each assignment (2Marks)
(Provide documentary evidence)

A detailed evaluation criteria arising from the above is on Page 16-18

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). 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”.

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 Client shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1 The Procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The 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

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	
2.1	The name of the Client is: NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY
2.1.1	The method of selection is: QUALITY AND COST BASED SELECTION
2.1.2	Technical and Financial Proposals are requested: YES The name, objectives, and description of the assignment are: CONSULTANCY FOR DEVELOPMENT OF ENVIRONMENTAL INDEX AND ENVIRONMENTAL CRIME INDEX 2020
2.1.3	A pre-proposal conference will be held: NO
	The name(s), address(es) and telephone numbers of the Client's official(s) are:- THE DIRECTOR GENERAL, NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY P.O. Box 67839-00200

	<p style="text-align: center;">Tel: 0206005522/23/26/27 Popo Rd. Off Mombasa Road, NAIROBI Email: dgnema@nema.go.ke</p>
2.1.4	<p>The Client will provide the following inputs: -Guide the consultant in delivery of the assignment -Receive the outputs from the client and provide feedback/inputs on time</p>
2.1.5	<p>The estimated number of professional staff months required for the assignment is: 3 MONTHS</p>
	<p>The minimum required experience of proposed professional staff is: 5 YEARS FOR THE LEAD AND 2YEARS FOR THE OTHER TWO CONSULTANTS</p>
2.1.6	<p>Training is a specific component of this assignment: YES</p>
2.1.7	<p>Taxes: The Financial Proposal should include VAT, Consultancy tax, and any other taxes, fees, levies and charges imposed under the law on consultants , the sub consultants and their personnel</p>
2.5.2	<p>Consultants must submit an original and TWO (2) additional copies of each proposal. The proposals must be serialized in each and every page.</p>
2.5.3	<p>The proposal submission address is THE DIRECTOR GENERAL, NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY P.O. Box 67839-00200 Popo Rd. Off Mombasa Road, NAIROBI</p> <p style="text-align: center;">Information on the outer envelope should also include CONSULTANCY SERVICES DEVELOPMENT OF ENVIRONMENTAL INDEX AND ENVIRONMENTAL CRIME INDEX 2020</p> <p style="text-align: center;">TENDER NO.NEMA/RFP/030/2019-2020</p>
2.5.4	<p>Proposals must be submitted not later than the following date and time 2nd June 2020 at 11.00 a.m.</p>
2.6.1	<p>The address to send information to the Client is</p> <p style="text-align: center;">THE DIRECTOR GENERAL, NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY P.O. Box 67839-00200 Tel: 0206005522/23/26/27 Popo Rd. Off Mombasa Road, NAIROBI Email: dgnema@nema.go.ke</p>

2.6.3	The minimum technical score required to pass: 75 POINTS
2.7.1	Alternative formulae for determining the financial scores is the following: The weights given to the Technical and Financial Proposals are: T= 0.8 P= 0.2
2.9.2	The assignment is expected to commence on: July 2020

EVALUATION CRITERIA

MANDATORY REQUIREMENTS

No	Requirements	YES/NO
1	Copy of Certificate of Registration / Incorporation	
2	Dully Filled Form of Tender	
3	Duly Filled Confidential Business Questionnaire	
4	Copy of CR12(List of Directors)	
5	Supply of Goods/Services on Credit	
6	Valid Tax Compliance Certificate -	

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 – Pass Mark is 70%

	Criteria	Max. Score	Weight
1	SPECIFIC EXPERIENCE OF THE FIRM RELATED TO THE ASSIGNMENT.		
a	Brief description of the following:- <ul style="list-style-type: none"> Successful related assignments in the last two years providing the name and address of the contact persons, date of assignment , resource persons with accompanying reference letters 5 projects and above 	10	

	4projects 3projects 2Projects 1Projects	8 6 4 2	
	Sub-Total	10	
b	Number of years firm/lead consultant has been engaged in the area of assignment I mark per year (1X10) Below 2 years	10 0	
	Sub Total	20	
	Total Experience		
2	Conformity to the TORs (The tenderer's response conformity to the TORs) Consultant's initiatives and comments on the TORs A Training and transfer of technology Appropriateness of Methodology and Work Plan(Completeness of Description of Methodology)	10 10 10 10	
	Total Approach And Methodology	40	
3	QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT		
a	<p>(i) Lead Consultant</p> <ul style="list-style-type: none"> Master's Degree in environmental science, environmental management, natural resource management or related course or any other related field. Expertise in research and capacity in the environmental sector Experience : 5 years and above <ul style="list-style-type: none"> 4 years 3 years 2 years 1 year <p>(i) Consultant1</p> <ul style="list-style-type: none"> Bachelor's Degree Experience : above 4 years <ul style="list-style-type: none"> 3 years 2 Years Below 2 years <p>(ii) Consultant 2</p>	10 5 4 3 0 5 2.5 1.5 0	

	<ul style="list-style-type: none"> • Bachelors Degree Experience : above 4 years 3 years 2 Years Below 2 years 	5 2.5 1.5 0	
	<p>(iii) Consultant 3</p> <ul style="list-style-type: none"> • Bachelor's Degree Experience : above 4 years 3 years 2 Years Below 2 years 	5 2.5 1.5 0	
	<p>(iv) Consultant 4</p> <ul style="list-style-type: none"> • Bachelor's Degree Experience : above 4 years 3 years 2 Years Below 2 years 	5 2.5 1.5 0	
	Total Qualifications	30	
	<p>Suitability of Transfer of Technology Programme (Training) (10Mks)</p> <p>Experience in institutional capacity building in the last two years.</p> <ul style="list-style-type: none"> -5 Assignment -4 Assignments -3 Assignments -2 Assignments -Below 2 Assignment 	10 8 6 4 0	
	Total Suitability of Transfer of Technology Programme (Training)	10	
	GRAND TOTAL	100	

Stage 3: Financial Evaluation

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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for 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

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8. Activity (work schedule)	28

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 Ten Years That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

(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

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

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 ^t h	12 th	
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

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6. Miscellaneous expenses	33

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		

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Position Input (Staff months, Remuneration Amount days or hours Rate as appropriate.)

Activity No. _____		Name: _____		
Names				
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____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

CONSULTANCY SERVICES FOR DEVELOPMENT ENVIRONMENTAL INDEX AND ENVIRONMENTAL CRIME INDEX 2020.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

1. Introduction

1.1. Background

Kenya has a well-developed environmental normative framework, which, at least in principle, supports sustainable and greener growth. The right of every Kenyan to live in a clean and healthy environment is enshrined in the Constitution, and there is an array of policies, plans and strategies supporting this vision. There is also an increasing awareness, both within the government and in the private sector, of the potential economic benefits of a greener growth path. Investments in renewable energy — the power sub-sector is one of the least carbon intensives in the region, due to hydropower, geothermal, wind and solar investment in recent years — and promotion of resource-efficient and cleaner production are a few areas where progress can be noted. Green technologies have the potential for job creation. They can also offer real benefits to the private sector in terms of cost savings and expanded growth opportunities.

Kenya's economic growth is highly natural resource dependent and the need to achieve higher growth to advance on job creation and poverty reduction; eradicating poverty by 2030 will exert more pressure on the environment especially as 80% of people depend on nature for a livelihood. Sustainability of high growth rates depends to a large extent on a rational, efficient use of natural resources and effective control of negative externalities such as water and air pollution, land degradation, and waste production. Kenya is currently on a 'brown' growth path, and the country runs a serious risk of undermining the longer-term prospects for growth, employment, social development and the constitutional right for all Kenyan citizens to enjoy a clean and healthy environment, if this pattern is not reversed. Issues include unsustainable agricultural practices, over-exploitation of water resources and other natural resources, and climate change impacts and the unregulated disposal of wastes (i.e. solid, liquid and gaseous).

The country's response to the environmental challenges is not only seen in the constitutional provision for a clean and healthy environment for all but also the policies developed to guide development towards realizing green growth. This includes the National Climate Change Response Strategy (NCCRS), National Climate Change Response Action Plan, Kenya Vision 2030 and the Environment Management & Coordination (EMCA, Amendment 2015) Act which gives the National Environment Management Authority (NEMA) the mandate to undertake a coordinating role on environment management.

1.2. Green Growth & Employment Program (GGEP) and the role of NEMA

The Green Growth and Employment Program is based on the vision of the Denmark-Kenya Partnership Policy 2015-2020 and will support the objective of Kenya's Vision 2030 "Contributing to a globally

competitive and prosperous nation with a high quality of life by 2030". The Green Growth and Employment Program' (GGEP) is earmarked to run from July 2016 to December 2020.

NEMA is a government agency created by an Act of Parliament, i.e. the Environmental Management and Coordination Act (EMCA) 1999 and EMCA (Amendment) 2015. Its mandate is to coordinate and supervise all environmental matters country-wide as well as to implement environmental policies on behalf of the government. This context provides a coordinating mechanism for NEMA to work with and through the National and County Governments, ministries, departments and state agencies (MDAs) and other stakeholders.

A clean and healthy environment is at the center of Kenya's sustainable development agenda and is enshrined in the Constitution 2010 in Chapter 4 on the Bill of Rights. Specifically, Article 42(a) calls upon the government and other relevant institutions to protect the "*environment for the benefit of present and future generations through legislative and other measures*". Further, NEMA has the role of ensuring that environmental rights are enforced as provided under article 70 of the constitution.

NEMA is one of the implementing partners for the DANIDA funded Green Growth and Employment Program (GGEP). The NEMA component of GGEP is 'Greening Kenya's Development Pathway' whose outcome by June 2020 is a greener development pathway for Kenya. The outcome indicator is the Environment Performance Index. The same index will be used to measure the outcomes of other GGEP engagements especially the component to be implemented by the Ministry of Environment, Natural Resources and Regional Development Authorities (MENR&RDA) aimed at "Creating an enabling environment for green growth".

1.3. Environmental Performance and Environmental Crime Incidence Index

The environmental planning role of NEMA includes development of the National State of Environment (SOE) reports and the National Environment Action Plan (NEAP) intended to guide all lead agencies to include in their sector plans responses to mitigate environmental pressures.

With the Constitution heralding in a two-tier government, NEMA role also includes assisting 47 County Governments in mainstreaming devolved Environmental Functions (DEF) in their plans. This is achieved by developing CSOER as part of their CIDP, so that strategic actions to overcome environmental pressures are integrated in the environmental action plans that are integral to a CIDP. NEMA has also developed a tool so that the CIDP can be assessed and strengthened with regards to its environmental sustainability. In this course, NEMA also provides tools, capacity building and support to the CEC to support the County to integrate all elements of the Act in their CIDP. **Arising from this, NEMA also undertakes the development of an index that helps national and counties assess performance in environmental management (i.e. The Environmental Performance Index (EPI)). This is a domestication of the global EPI by Yale University.** The EPI is also be used as an outcome indicator for environment interventions in programs such as the GGEP. NEMA developed the first-generation EPI (2018) and has extended this to both county and inter-county EPIs as a development planning tool. NEMA now looks forward to developing the second-generation EPI (2020).

In addition, NEMA (Incidents Management Unit (IMU) and her County Directors of Environment (CDEs) attend to and keep a registry of all environmental incidents. The IMU is currently appraising this register as part of a vulnerability and capacity assessment to develop Routine and Rapid Environmental Responses (RRER) as a means to develop County and national capacity to managed emergency environmental incidents. NEMA therefore also intends to roll this environmental incidence database into developing **an Environmental Crime Incident Index (ECII)**. Like the EPI, but as a standardized

national and county performance monitoring tool of key incidents, the ECII shall be a way of managing environmental crimes based on a regular analysis of anthropogenic environmental pressures and fashioned based on NEMA's Incident reporting database.

2. Objective of the Consultancy

The main objective of the consultancy is assisting in updating the 2018 KEPI into a 2020 KEPI and developing the 2020 ECII as integral to the KEPI, both to be used as indicators of the national and county levels performance in implementing environmental management initiatives. The indexes shall specifically be used to measure achievement of key outcomes of the Green Growth and Employment program. Since this will be a new development in Kenya, the consultant(s) will also undertake training of Counties on the development and use of the EPI and ECII to improve environment performance in the CIDP sector plans.

3. Scope of work/ Specific Terms of Reference

The specific terms of reference for the consultancy to develop the 2020 Kenya KEPI and ECII shall be in 2 parts as follows: -

3.1. KEPI 2020

- a) The specific terms of reference for the consultancy to develop the 2020 national and county EPI are as follows:-The consultant will be required to make reference to the 2018 KEPI and 47 CEPs including the methodology and process of its development and update the content (i.e. the trend lines, rankings and GIS spatial maps.
- b) The EPI is a national and county environment performance index hence the consultant will be required to undertake studies and make wide consultations with stakeholders in the environment sector and counties.
- c) The development of the index will involve a multidimensional approach. It would be important that the subject issues chosen for measurement be the same or related to some of the major environment issues that are tracked and measured globally by other indices e.g. Yale's EPI, as well as National and County statistical sources.
- d) In developing the EPI, the consultant will not only take into consideration the EPI framework (**including the 14 policy categories**) captured under the 2018 KEPI but will also include new **key environmental issues of national and county importance and within EMCAs mandate**. Such issues should include but not limited to poverty index, County government performance index, urban index, index of **climate change, waste management (i.e. air, water and solids), land use change and biodiversity loss, limited only by the depth of available data**.
- e) Provide recommendations of the required IT infrastructure for hosting and sharing of the EPI on NEMA KMS.
- f) Develop the approach into user friendly guidelines how to do an EPI (national and county), and the consultant will be required to train the users of the targeting mainly those drawn from implementing partners of the GGEP and 47 Counties.

3.2. ECII 2020

The specific terms of reference for the consultancy to develop the 2020 Environmental Crimes Incident Index are as follows: -

- a) The consultant will be required to refer to the 2019/20 environmental incidence database analysis undertaken by the IMU, including the methodology and process of its development and update the content (i.e. the trend lines, rankings and GIS spatial maps).
- b) Undertake desk reviews/research on similar indexes in other jurisdictions (e.g. within NEMA, police register, IMU, CDEs, GIS unit, etc.) while taking into consideration an analysis of key environmental crime issues of national and county importance and of a priority within EMCAs mandate and of domestic significance to sustainable E&NRM.
- c) Engage in consultations/interviews on environmental incidents and criminal activities with various stakeholders both at the National and County Governments level and relevant MDAs and First Responders (e.g. NDMU, NDMA, NDOC, Oil spill unit, etc.). Build up a picture of current trends, spatial distribution and determine a weighting rank (as for EPI) based on severity, by impact and range of influence.
- d) Develop and field test the ECII methodology, toolkit and training package, complete with how to do guide, teaching and awareness materials.
- e) Train and capacity build at least one person from each of 47 counties and one CDE from each NEMA field offices on the application and use of the Environmental Crime Incidence Index.
- f) Conducting at 47 county profiles complete with functional ECII to guide county development planning.
- g) Work in close collaboration with an assigned ECII Focal Person in IMU and ECII Working Group set up by NEMA.

4. Expected Outputs

- 4.1. An inception report detailing the consultants' understanding of the terms of reference, NEMAs expected outputs, including the processes to be followed, consultations to be done, etc. and an implementation plan to conclude with acceptable delivery before 16th July 2020.
- 4.2. Consultancy document(s) detailing among others the approach and final product:
 - 4.2.1. The National 2020 KEPI developed including updates of 2020 databases, adding new parameters and trend lines
 - 4.2.2. The National 2020 ECII developed based on NEMA and County databases
 - 4.2.3. The 2020 CEPIS for all 47 counties updating the established County EPI framework.
 - 4.2.4. Guidelines how to develop a EPI and ECII for national and county users
 - 4.2.5. Trainings/capacity building undertaken to NEMA staff and other stakeholders on ECII and EPI
 - 4.2.6. Any improvement recommendations arising from the consultancy assignment.

5. Qualifications and experience required

The consultancy shall be undertaken by a firm with the lead expert consultant having the following qualifications: -

- 5.1. At least a post graduate degree in environmental science, environmental management, natural resource management or related course.
- 5.2. The consultant(s) should provide evidence of experience of having undertaken similar assignments, especially statistical skills of database analysis and infographics
- 5.3. Experience in capacity building in the environment sector and skills in writing guides or manuals.
- 5.4. Show experience to carry out the tasks diligently and in a professional manner.
- 5.5. Ensure high quality of output.
- 5.6. Be guided by the Terms of Reference and

5.7. Maintain time on deliverables plan

6. Duration

The consultancy is expected to be completed by 30th September 2020.

7. Reporting/ Coordination

The consultant shall regularly report and disclose all their work to the NEMA technical backstopping team lead by the Chief Economist and GGEP Component Manager, and working closely with the GGEP Technical Advisor and other key technical officers. All the reports should be submitted to the satisfaction of the NEMA Director General.

ANNEX I

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM



You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

	Part 1 – General
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road
	Postal Address Tel No. Fax E mail
1.4	Nature of Business ,.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – USD.....

1.7	Name of your Bankers Branch
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin
	Citizenship Details
Part 2 (b) Partnership	
2b.1	Given details of Partners as follows:
2b.2	<u>Name</u> <u>Nationality</u> <u>Citizenship Detail</u> <u>Shares</u>
	1.....
	2.....
	3.....
	4.....
Part 2 (c) – Registered Company	
2c.1	Private or Public
2c.2	State the Nominal and Issued Capital of Company-
	Nominal USD
	Issued USD.....
2c.3	Given details of all Directors as follows
	<u>Name</u> <u>Nationality</u> <u>Citizenship Details</u> <u>Shares</u>
	1.....

	2.
	3.
	4.
	5.
	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
3.2	If answer in '3.1' is YES give the relationship.
3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in '3.3' above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in '3.5' above is YES give details.

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES_____ No_____
3.8	If answer in '3.7' above is YES give details:
3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No_____
3.10	If answer in '3.9' above is YES give details
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**ANNEX 2
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

ANNEX 3

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SEVICES

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 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; _____

