



WATER RESOURCES AUTHORITY

RESTRICTED TENDER

REQUEST FOR PROPOSAL (RFP)

TENDER NO: WRA/RFP/002/2020-2021

TENDER NAME;
CONSULTANCY FOR ASSESMENT AND IMPACTS OF GOLD MINING IN MACALDER AND IKOLOMANI AREAS, DEVELOP FRAMEWORK OF STAKEHOLDERS' ENGAGEMENT FOR COMPLIANCE AND PROTECTION OF WATER RESOURCES FROM POLLUTION

ISSUE DATE: 15th SEPTEMBER, 2020

CLOSING DATE: 23rd SEPTEMBER, 2020 AT 12.00PM

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SECTION I - LETTER OF INVITATION

TO:

Date _____

Dear Sir/Madam,

RE: CONSULTANCY FOR ASSESMENT AND IMPACTS OF GOLD MINING IN MACALDER AND IKOLOMANI AREAS, DEVELOP FRAMEWORK OF STAKEHOLDERS' ENGAGEMENT FOR COMPLIANCE AND PROTECTION OF WATER RESOURCES FROM POLLUTION

Tender reference No. **WRA/RFP/002/2020-2021**

- 1.1 The Water Resources Authority invites proposals for the **Consultancy for Assessment and Impacts of Gold Mining in Macalder and Ikolomani areas, Develop Framework of Stakeholders' Engagement for Compliance and Protection of Water Resources from Pollution** from the invited consultants.
- 1.2 A complete set (hard copy) of tender documents may be obtained by interested candidates upon payment of a non-refundable fees of Kshs. 1,000 in Bankers Cheque payable to WRA, alternatively the documents may be downloaded free of charge from www.wra.go.ke .
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (150) days from the closing date of tender.
- 1.4 Interested eligible candidates may obtain further information and inspect tender documents at NHIF Building, Wing B, 10th Floor, Supply Chain Office during normal working hours.
- 1.5 More details of the requirements are provided in the TORs' here in:
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
- 1.6 Completed proposal documents **in duplicate** should be submitted in plain sealed envelopes and clearly marked "**WRA/RFP/002/2020-2021**"; **Consultancy for Assessment and Impacts of Gold Mining in Macalder and Ikolomani areas, Develop Framework of Stakeholders' Engagement for Compliance and Protection of Water Resources from Pollution**. 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 cautionary note: “**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 below and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**” and addressed to:

The Chief Executive Officer
Water Resources Authority,
NHIF Building Wing B 9th Floor,
Ragati Rd, off Ngong Rd Nairobi
P. O. Box 45250-00100
Nairobi
Attn: Procurement
procurement@wra.go.ke

- 1.7 Proposals to be deposited in the Tender Box located on 10th Floor NHIF, Building, Wing B. on or before 23rd September, 2020 at 12.00pm.
- 1.8 Water Resources Authority (WRA) reserves the right to accept or reject any offer giving reasons thereof and does not bind itself to accept the lowest or any tender.
- 1.9 *Bidders who do not adhere to the submission instruction shall be declared non responsive. Any canvassing or giving of false information will lead to automatic disqualification.*
- 1.10 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the boardroom 10th floor wing B, NHIF building.
- 1.11 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

Chief Executive Officer
Water Resources Authority

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited 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, 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 liase with Water Resources Authority regarding any information that they may require before submitting a proposal.
- 2.1.4 Water Resources Authority 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) Water Resources is not bound to accept any of the proposals submitted.
- 2.1.6 Water Resources Authority’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

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 three (3) days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client’s address indicated in 1.6 above. Water Resources Authority will respond by paper mail or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, Water Resources Authority 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 electronic mail to all invited consultants and will be binding on them. Water Resources Authority 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.
- (iii) Complete the Technical Proposal, addressing the Scope and Business Requirements included in Section III.
- (iv) Do not use less than a 12 point font for the Technical Proposal
- (v) Do not exceed 30 pages for the Technical Proposal.

(vi) Label any and all files using the corresponding Section numbers of the RFP so that Water Resources Authority (WRA) can easily organize and navigate the Consultant's Proposal.

(vii) Proofread your Proposal and make sure it is accurate and readily understandable.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms. The contents of each technical proposal package will include:

(1) Technical Proposal (maximum of 30 pages, not including title pages, table of contents, cover letter and appendices/attachments)

A. **Cover page of this RFP** (excluded from page count):

B. **Executive Summary** (maximum of two pages): The Consultant shall demonstrate its understanding of Water Resources Authority (WRA) assignment objectives. The Consultant shall summarize the key elements of its proposal response, including any factors that differentiate the Consultant's organization from its competitors. The Consultant shall present an overview of its capabilities and the methods it proposes to use to accomplish the tasks in the Scope of Work, and identify any significant difficulties it anticipates and provide its plan for resolution.

C. **Company Overview and Qualifications** (maximum of five pages): The Consultant shall provide background and financial information on its organization, including: years of operation, type of organization (corporation, Limited etc.), organizational structure, number of employees, summary-level financial information demonstrating financial stability (including any significant litigation or pending litigation that could impact financial stability), and web site references (if applicable). The Consultant shall describe how the organization meets the minimum organizational requirements outlined in Section II. The Consultant shall describe its organizational experience in related assignments. The Consultant shall describe its organizational experience in related assignments at similar organizations (preferably public organizations). The Consultant shall identify clients similar to Water Resources Authority (WRA) and that are relevant to this assignment. The Consultant shall identify any sub consultants and/or independent Consultants planned to be used on this project.

D. **Project Team Experience and Qualifications** (maximum of nine pages): The Consultant shall identify the project team proposed to fulfill the requirements of this RFP. The Consultant shall describe how the project team members meet the minimum Key Staff requirements outlined in Section II. The Consultant shall include an organizational chart of the project team that illustrates the roles of the team members and reporting hierarchies. Please describe how this project team has worked together on similar projects in the past.

Following the organizational chart, the Consultant shall describe the role of each team member including their work/duties/responsibilities. This section should detail the experience of the proposed Lead Consultant and highlight the experience of the proposed key personnel, including education, management and technical experience, and professional development, including specific skills and ability in pertinent disciplines (i.e.

project management, financial systems, financial control, and support services). Each Consultant shall identify three professional references for their proposed Project Manager.

The Consultant shall include detailed resumes as an attachment, which will not count towards the nine page maximum. The Consultant shall identify team members staffed using a sub consultant and/or independent Consultant.

Water Resources Authority (WRA) has defined the following positions as Key Staff: **Lead Consultant, Consultant and Support Staff/Functional Leads**. The Consultant will not replace Key Staff without the prior written consent of the Water Resources Authority (WRA). For each Key Staff team member proposed, the Consultant shall identify the team member's time commitment to this project (measured in percentage of work day, not to exceed 100 percent). Additionally, the Consultant shall identify the available start date and any other current or future obligations for Key Staff.

- E. **Methodology and Work Plan for performing the assignment** (maximum of fifteen pages): The Consultant shall identify and describe its proposed work plan, approach, and methodologies to fulfilling the scope requirements of this RFP. Specifically WRA requests that the Consultant align the requirements to demonstrate scope fulfillment. The Consultant shall identify a resource-loaded proposed project plan (may be included as an attachment) demonstrating the time frame the Consultant plans to achieve the project scope. The Consultant shall fully describe its proposed approach to: Project Management, Reporting, Data Conversion, Change Management, Quality Assurance, Water Resources Authority (WRA) Participation. The Consultant may include examples or samples of tools and templates as attachments, such as sample implementation plan for a similar project. The Consultant shall identify specific deliverables relevant to each milestone. The Consultant shall identify any assumptions made in preparing its work plan and approach.
- F. **References** (maximum of one page): The Consultant shall include at least three and no more than five references for as closely related assignments as possible where the consultant was contracted. The Consultant shall provide the following information for each reference:
- a) client organization name,
 - b) assignment name,
 - c) client contact name,
 - d) client contact phone number,
 - e) client contact e-mail,
 - f) description of assignment,
 - g) project fees, and
 - h) assignment start/end dates.
- The Consultant may also identify an alternate client contact. The Consultant should also identify which proposed assignment team members worked on each listed reference.

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. The consultant shall also note the proposed Payment Schedule for the professional services during implementation of the project.
- 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 150 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. 1.6) 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 tender reference number and be deposited in the **Tender Box at 10th floor, wing B of NHIF Building** and be addressed to,

**The Chief Executive Officer
Water Resources Authority
P. O. Box 45250-00100
Nairobi**

So as to be received on or before 23rd September, 2020 at 12.00pm

***Note:* It is important to adhere to the aforementioned submission instructions and guidelines. Bidders who do not comply with the submission instruction and guidelines shall be declared non responsive and hence disqualified from further evaluation**

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 thereafter by the opening committee in the presences of bidders or their representative who chose to attend 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 Water Resources Authority 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 Water Resources Authority shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

2.7.2 The Evaluation will be done in three stages as follows; -

1. Mandatory (Statutory Requirements)

2. Technical
3. Financial

Note:

The consultant must provide the information using the forms provided in Annexure I (Form A.1, A.2), Annexure II (Form B.1, B.2, B.3) and Annexure III (Form C.1, C.2, C.3). The information will be used in evaluation.

The consultant must state compliance of the forms as defined in Annexure IV.

1. Mandatory Documents (Statutory Requirements)

1. Certified Copy of Company Registration/Incorporation Certificate
2. Copy of Current CR12/BN form whichever is applicable
3. Copy of Kenya Revenue Authority PIN Certificate
4. Copy of Kenya Revenue Authority Valid Tax Compliance Certificate
5. Copy of Valid Business Trading License Permit
6. Original Tender security of **Kshs 200,000 (Kenya Shilling Two Hundred Thousand)** in form of Insurance Bond/Bank Guarantee from financial institution recognized by PPRA valid for 150 days from the Tender submission.
7. Duly filled, stamped and signed Anti-Corruption Affidavit and statement/declaration forms (**certified by Commissioner of Oath as true information given**)
8. Duly filled and signed Confidential Business Questionnaire (**certified by Commissioner of Oath as true information given**)
9. Submission of the bid documents in Two (2) separate Envelopes for Technical and Financial Proposal clearly marked '**Technical**' and '**Financial**') both must be submitted with a copy of each, (clearly marked '**original**' and '**copy**')
10. Submission of the bid documents in Two (2) separate Envelopes for Technical and Financial Proposal. 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**". Both envelopes shall be placed into an outer envelope and sealed
11. All the Bid documents **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** must be perfect bound (**no spiral binding**) serialized, paginated including all attachments, initialed and initiated by the bidder with table of contents provided and should be accordingly arranged with clearly labeled separators.

Note:

- i. All the Statutory documents will be verified with the relevant organizations by the evaluation committee*
- ii. The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.*

2. 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:

No	Evaluation Criteria	Points
1.	Specific experience of the Consultant/ Firm related to the assignment	10-20
2.	Adequacy of the proposed work plan and methodology in responding to the terms of reference	10-40
3.	Qualifications and competence of the key staff for the assignment	10-40
4.	Technical/Oral Presentation Interview	0
	Total Points	100

Measurement Parameters for Scoring plan

No.	Evaluation Criteria	Measurement parameter/ Method	Marking Guidelines	Maximum Points
1.	Specific experience of the Consultant/ Firm related to the assignment. Ref (2.3.4) C	Demonstrated having done Similar or Related Assignments, have a wide experience in watershed planning and management/ water catchment management that include river gauging, water abstraction, quality and pollution surveys; Consultant/ firm expertise should be with a minimum of 3 years' work experience in water resources with similar work (Attach evidences; - Contracts, LSOs, Completion certificates, recommendation letters) One assignment – 2.5 points Two & above assignments—5points	10	20
		Demonstrate Organizational capabilities and Qualifications; organization Background information, type of organization (corporation, Limited, organizational structure, number of employees, summary-level financial information years of operations, (Attach Evidences- Profile, audited financial statement reports for the last two years 2017/2018/2019 signed by Audit firm and certified as true copy of the Original by a commissioner of oath. accts/ bank statements, litigation information etc)	10	
2.	Adequacy of the proposed work plan and methodology in responding to the	Proposed Plan and Methodology; -Work plan/ Schedules clearly indicating tasks, dependencies and milestones/ deliverables Provide adequate evidence on relevant experienced staff who will be available for this work.	15	40

	terms of reference and (2.3.4) E	Proposed Resources; Check on Proposed team structure, responsibility matrix for the assignment implementation along with resources allocation as per project plan. Quality Assurance plans and methodologies	10	
		Consultants presentation on Understanding of the TOR and Approach/ Methodology on proposed work plan	15	
3.	Qualifications and competence of the key staff for the assignment. Ref (2.3.4) D and TOR	Number, qualifications, experience and competence of Resource Staff Proposed; - Indicate the number of people proposed for the assignment in key levels of expertise, namely; - <ul style="list-style-type: none"> a. Team Leader b. Chemist c. Water Resources expert d. Expert with GIS application and Earth Science Observation e. Sociologist f. Expert in enforcement measures 	12	40
		Qualifications of Proposed Team Lead ; - be an Environmentalist with a minimum of Master of Science in Water or Environmental Management with wide experience in waste management approaches The total no. of years of experience of Lead consultant Shall be clearly as articulated in the TOR (Attach CVs & Academic certificates)	8	
		Relevant skills of key experts/personnel; - High level of expertise in similar projects is desirable and the same team shall be committed to the project. <ul style="list-style-type: none"> a. Chemist with minimum of Bachelors of Science in Analytical or Industrial Chemistry b. Water Resources expert with minimum Diploma in Applied Analytical Chemistry and with wide experience in waste management and pollution control measures c. Expert with widely demonstrated experience in GIS Applications and Earth Science Observations d. Sociologist with a minimum of Bachelor of Arts degree in Social Science with wide experience in stakeholder engagement and community development projects; e. Expert with wide experience and demonstration of evident enforcement measures for compliance to the water regulations 	15	

		Qualifications of Proposed personnel; - All manpower (excluding support staff) proposed should have an academic qualification as outlined in the TOR (Attach CVs & Academic certificates)	5	
	Total Technical Points/ Marks			100
	Total Technical Score (TS)			

Note: pass mark for technical proposal is (70points/ Marks) shall be invited for Technical/ Oral Presentation

Presentation of the bidding document

The firms with the highest point total of **70Marks** and above after technical evaluation will be shortlisted and may be requested to sit for a technical/oral presentation interview with the Evaluation Committee. The interview will be conducted in compliance with Covid – 19 containment measures and will last for approximately 60 minutes, including approximately 30 to 45 minutes for the Consultant to present its work plan and approach.

Shortlisted firms who fail to participate in the interview will be considered nonresponsive and eliminated from further consideration by the Evaluation Committee. During the interview, the Evaluation Committee will ask questions that will assist the committee in evaluating the technical capability of the Consultant and key staff to provide the desired services. Only Key Staff and Consultant team members assigned to this project should be present at the oral interviews. Interviews/presentation dates will be communicated.

NOTE: It is advised that Key Staff be present at the interviews/presentations

4. Financial Evaluation.

Mandatory Requirement.

1. Attach Audited financial statement reports for the last two years. 2017/2018, 2018/2019- signed by Audit firm and certified as true copy of the Original by a commissioner of oath.
2. Financial Proposal shall be Well bound (**no spiral bounding**), serialized and paginated including the above attachments in the right format as shown in (section IV – preparation of Financial proposal)

Note; The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their financial proposal will not be evaluated further.

The Employer may seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender.

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".

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, Water Resources Authority shall notify those consultants who whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference (ToR), indicating that their Financial Proposals will be returned after completing the selection process. Water Resources 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 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. Water Resources Authority 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 X F_m/F where;
- **Sf** is the financial score;
 - **Fm** is the lowest priced financial proposal
 - **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 15% 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. Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority 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.

2.13 APPENDIX TO INFORMATION TO CONSULTANTS

Clause Reference	Particulars of Appendix to Information to Consultants
2.1: The Name of the Client	Water Resources Authority (WRA)
2.1.1: The method of selection	Quality and Cost Based Selection
2.1.2: Technical and Financial Proposals are requested	Yes “both in Original and Copy”
The name, objectives, and description of the assignment	Consultancy for Assessment and Impacts of Gold Mining in Macalder and Ikolomani areas, Develop Framework of Stakeholders’ Engagement for Compliance and Protection of Water Resources from Pollution
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 Chief Executive Officer Water Resources Authority P.O Box 45250-00100 NAIROBI +254 2732291/+254 27290448/9 Email: procurement@wra.go.ke
2.1.4: Water Resources Authority will provide the following inputs	Any additional information/clarification required/requested
2.1.5: (ii): The estimated number of professional staff months required for the assignment is	Twelve (12) Weeks
(iv) The minimum required experience of proposed professional staff is	The staff to be widely exposed and conversant with waste management practices, water resources pollution & regulations, stakeholders’ engagement, compliance to the regulations, and enforcement

2.1.6: (vii) Training is a specific component of this assignment	No. However, awareness creation during field and stakeholders' forum will be conducted
2.1.7: Taxes	Bidder will be responsible for all applicable Taxes
2.5.3 Consultants must submit an original and copy of proposal	Original and one copy of each proposal
2.5.4: Proposal Submission	Proposals must be submitted not later than 17th SEPTEMBER, 2020 AT 12.00PM
2.5.3: The proposal submission address is	The Chief Executive Officer Water Resources Authority P.O Box 45250-00100 NAIROBI NHIF Building Wing B 10th Floor
Information on the outer envelope should also include	<ul style="list-style-type: none"> a) Tender name b) Tender Number c) Closing Date <p>The inner envelope should indicate the return physical address of the bidder for returning the bids to the bidder in case they are declared late by the opening committee appointed by the Authority.</p> <p>All tenders must be registered before being dropped in the tender box at the Senior Supply Chain Office room 1005 on 10th floor of the above address, bulky tenders shall be kept for safe custody in the same office.</p>
2.6.3: The minimum technical score required to pass	Technical Pass Mark is 70 points
2.7.1: Weighting	<p>The weights given to the Technical and Financial Proposals are;</p> <p>T=0.80 P=0.20</p> <p>T...Technical Weight P...Financial Weight</p>
2.9.2: Commencement	The assignment is expected to commence on October,2020
Project Duration	Twelve (12) weeks

<p>Payment Schedule</p>	<ol style="list-style-type: none"> 1. Advance payment (shall be guided by PPADA 2015 Sec 146, 147 & 148) 2. First Stage (30% of the Contract Price upon submission of acceptable Inception Report). Understanding of the required Consultancy, how to carry out the tasks and the deliverables. 3. Second Stage (25% of the Contract Price upon submission of 1st Progress Report acceptable by the Client). Transect observation assessments, field and laboratory analytical data and information; and the impacts of the Artisan Gold mining activities to the water resources and the entire ecosystems in the target areas at large. 4. Third stage (25% of the Contract Price upon submission of acceptable stand – alone 1st Draft Reports for Macalder and Ikolomani AGM areas after stakeholders’ forums. 5. Final Stage (20% upon Submission of acceptable Final Report).
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SECTION III: - TECHNICAL PROPOSAL

- 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

[_____ Date]

1. TECHNICAL PROPOSAL SUBMISSION FORM

To: The Chief Executive Officer
Water Resources Authority

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 and Stamped]

:

_____ [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:	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; _____

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

Part 1 General

Business Name.....

Location of Business Premises..... Plot No.....

Street/Road..... Postal address

Tel No. Email.....

Nature of Business.....

Registration Certificate No.....

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

.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....

Nationality.....

Country of Origin.....

Citizenship details.....

Part 2 (b) – Partnership

Given details of partners as follows

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

Part 2 (c) – Registered Company

Private or Public.....

State the nominal and issued capital of company;

Nominal Kshs

Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship details	Shares
1.
2.
3.

ANTI-CORRUPTION AFFIDAVIT

REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF
THE LAWS OF KENYA

AND
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT OF 2015.

I, of P. O. Box being a resident of in the Republic of Kenya do hereby make oath and state as follows:-
THAT I am the Chief Executive/Managing Director/Principal Officer /Director of (Name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Water Resources Authority and duly authorized and competent to make this Affidavit.

THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Water Resources Authority, which is the procuring entity.

THAT the aforesaid Candidate, its servants and/or agents have not offered and shall not offer any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Water Resources Authority.

THAT what is deposed to hereinabove is true to the best of my knowledge information and belief.

SWORN at

by the said}.....}
Name of Chief Executive/Managing Director/ }
Principal Officer/Director } on
this day of 20... }
}
}

DEPONENT

Before me }
}

Commissioner for Oaths

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			Number of months
			1	2	3	

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
Activity (Work)			

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Status Progress Report	
3. Draft Stand – alone Reports	
4. Final Stand – alone Reports	

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 done 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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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		_____

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: _____

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



WATER RESOURCES AUTHORITY (WRA)

TERMS OF REFERENCE

FOR

CONSULTANCY FOR ASSESMENT AND IMPACTS OF GOLD MINING IN MACALDER AND IKOLOMANI AREAS, DEVELOP FRAMEWORK OF STAKEHOLDERS' ENGAGEMENT FOR COMPLIANCE AND PROTECTION OF WATER RESOURCES FROM POLLUTION.

1. INTRODUCTION

The quality of water resources as both surface and ground water bodies have been adversely altered to varying levels due to human activities in their ecosystems. These human activities are in an attempt for livelihoods and in the process degrade the water catchment, riparian reserves, generate all forms of waste that is not adequately contained, handled, conveyed, satisfactorily treated and safely disposed to the environment in accordance with environmental regulations. It is noted that Artisan Gold Mining (AGM) areas like Macalder, Kobujoi- Kapsaos/Miwani, Ikolomani, Bondo/Sakwa, Trans Mara, West Pokot amongst other areas have been ongoing and the water quality of the water resources in their environs maybe negatively impacted incase the generated waste is not satisfactorily managed. The surface water bodies include; Gucha, Migori, Kundos, Isiukhu with their tributaries and a number of Springs to which the local people and the aquatic biota depend on for their survival only if the water quality is not polluted. The aforementioned river and spring water ultimately end up getting to the Lake Victoria.

The Constitution of Kenya (2010) recognizes water as a human right, while under Vision 2030; water is identified as an essential resource to support the country's development agenda. Further, the Constitution espouses the "Protection of the environment and natural resources with a view to establishing a durable and sustainable system of development". In lieu of this, the Government of Kenya enacted Water Act 2016, which stipulates that "every person in Kenya has the right to clean and safe water in adequate quantities and to reasonable standards of sanitation

as stipulated in Article 43 of the Constitution”. Further, water is recognized as a critical Driver and Enabler of the Big 4 Agenda.

WRA is designated to serve as the Agent of the National Government to regulate the management and use of water resources and mandated among other tasks to liaise with stakeholders for the better management of water resources. The Authority has made this possible through various Integrated Water Resources Management (IWRM) approaches, which involve multi-faceted interventions to address the myriad of issues and challenges in water resources. The Authority has been working closely with the various stakeholder groups including Water Resource Users Associations (WRUAs), Private Sector, County Governments, Non-Governmental Organizations - NGOs, Community Based Organizations – CBOs, Academia and Public Sector Agencies.

In a bid to sustainably and effectively regulate the management of water resources in the AGM areas and by extension improve and enhance the water quality and quantity respectively, WRA intends to ascertain the processings, the products and disposal mechanisms of the generated waste, impacts caused to the water catchment and the water resources. The observations, findings and understanding will inform, guide and enhance WRA’s approaches to regulate the management and sustainable use of water resources, enhance stakeholder understanding of the water regulations, participation and compliance to the water quality and pollution standards for the protection of water resources, improved livelihoods and ecosystem (including flora and fauna) health.

It is against this background that the Water Resources Authority (WRA) has prioritized Macalder - Osiri and Ikolomani - Rosterman areas including their environs where AGM is carried out. Further, in order to effectively protect the water resources in the AGM areas in an integrated manner, the Authority requires data and information; hence the Authority seeks to engage a Consultant to undertake the following specific activities:-

- i. Delineate and map out the sub-basins based on the water resources drainage systems for each of the AGM areas that have multiple sites;
- ii. Undertake desk study to establish baseline conditions in the two Gold mining areas;
- iii. Undertake transect observation assessments, the Gold mining processing chain (raw materials, extraction additives, waste products and disposal mechanisms, human/environmental health safety measures), the impacts of the AGM to the water resources (Springs, Shallow Wells, Rivers and Water Pans) at the stated areas;
- iv. Carry out qualitative water resources assessment on the water resources. The qualitative analyses to include but not limited to the following parameters:- Mercury, Cyanide, Sediment, Turbidity, Electrical Conductivity, Dissolved Oxygen and pH; and gauging where applicable;
- v. Develop stakeholder engagement plan for sustainable protection of water resources entailing stakeholder mapping; and analysis covering their interests, collaborations, influences and establish an enforcement plan for compliance;
- vi. Hold a stakeholder forum to share AGM observations, assessments, findings and adopt the enforcement plan for implementation.
- vii. Document the entire Consultancy exercise and submit satisfactory reports as required by the Water Resources Authority.

2. JUSTIFICATION OF THE CONSULTANCY

The increasing pollution trend to the limited freshwater resources and the matter being exacerbated with climate change necessitates appropriate interventions. It is necessary that humans explore sustainable and integrated water resources management (protection and conservation) and use in a manner that promotes equitable and sustainability of the water resources to meet growing water needs and demands for the present and future generations as well as the ecosystems. Upon being assigned the above activities, the Consultant will keep the WRA informed on the progress through submission of inception, interim and final reports on the tasks. Throughout the planning, execution and submission of the reports, the Consultant will adhere to the Water Act 2016 and all existing water resources regulations.

The Consultant is advised to be in consultation with stakeholders who include but are not limited to the WRUAs, Local Area Opinion leaders, Water Service Providers, County Governments, Ministry of Interior and Coordination of National Government, Ministry of Health, NGOs, CBOs amongst others.

3. SCOPE OF WORK

The assignment will be carried out in close liaison with WRA Regional Offices based at Kisumu and Kakamega with their respective Kisii and Siaya sub-Regions offices and at the same time be providing progress briefs and reports to Headquarters as supervised by Water Quality and Pollution Control and Laboratory Services department; Headquarters, Nairobi.

The specific tasks to be carried out by the Consultant will be:

1. Delineate the sub-basins based on the water resources drainage systems for each of the AGM areas that have multiple sites. Geo-reference and map the AGM sites in Macalder and Ikolomani areas;
2. Undertake desk study to establish baseline conditions in the two AGM areas;
3. Conduct transect observation assessments of the raw materials, AGM processes, the generated waste, handling and disposal mechanisms of the generated waste and impacts of AGM to the water resources (Springs, Shallow Wells, Rivers and Water Pans) at the stated areas;
4. Conduct analytical field and laboratory analyses to determine the quality of pollutants, the quality of receiving water body and impacts to the receiving water body ecosystem. The qualitative analyses to include but not limited to the following parameters:- Mercury, Cyanide, Sediment, Turbidity, Electrical Conductivity, Dissolved Oxygen and pH; and gauging where applicable. All water quality and pollution analyses be conducted from Central Water Testing Laboratories unless for those parameters not possible for which case samples are referred to Certified credible laboratories;
5. Develop stakeholder engagement plan for sustainable protection of water resources entailing stakeholder mapping; and analysis covering their interests, collaborations, influences and establish an enforcement plan for compliance;
6. Prepare and hold one (1 No.) stakeholder forum at each of the AGM areas to share Artisan Gold mining assessment, findings and adopt the enforcement plan for implementation. *(NB. At least 25 No. Stakeholders which shall include Government Departments, County Departments, NGOs, CBOs, WRUAs, Artisan Gold miners, Local Opinion leaders etc. The workshop Venue and Stakeholders composition shall be chosen in*

liaison with the Client, and the facilitation to the stakeholders and Venue costs/ expenses shall be met by the Consultant);

7. Submit to the Client (Water Resources Authority – HQ) two (2 No.) stand-alone satisfactorily documented Consultancy final reports for Macalder and Ikolomani AGM areas;
8. WRA will be responsible for the provision of financial resources to the Consultant in accordance to the contract, introduction of the Consultant to identified stakeholders and the relevant information under its custody and validation of the reports.

4. TIME FRAME

The time frame for this consultancy is **three (3) months** from the start date upon signing. The Consultancy exercise will proceed as follows;

Deliverables and Schedule

Deliverable	Summary Description	Timing (After Contract Signing)
Start-Up Meeting	Holding a start-up meeting between the Consultant and Client teams	Within 1st (1) week
Inception Report	Submission of an inception report that should detail out general understanding of the target exercise site areas – Macalder and Ikolomani, outlining work, scope of coverage, consultancy team composition, work plan and activities schedule of how the consultant intends to undertake the work; general information about the tools, facilities and services available for this Consultancy. Any other information, conditions or restrictions that the Consultant considers necessary to carry out the stipulated activities;	One (1) week signing the Contract
Status Progress Report	Submission of status progress report covering the transect observation assessments, field and laboratory analytical data and information; and the impacts of the AGM activities to the water resources and the entire ecosystems in the target areas at large	Four (4) weeks
Stakeholder Engagement Plan	Developing stakeholder engagement plan and holding one (1 No.) stakeholder forum at each of the AGM areas to share the finding and adopt enforcement plan for implementation	Eight (8) weeks
Stand-Alone Draft Reports	Submission of the stand-alone draft reports of the Macalder and Ikolomani Artisan Gold mining areas;	Nine (9) weeks
Final Stand-Alone Reports	Submission of the final stand-alone reports for Macalder and Ikolomani AGM areas;	Twelve (12) weeks

5. CONSULTANT QUALIFICATIONS

The composition of the Consultant's team of experts to have the following qualifications and experience: -

- i. The Team Leader be an Environmentalist with a minimum of Master of Science in Water or Environmental Management with wide experience in waste management approaches; -
- ii. Other team members;
 1. Chemist with minimum of Bachelors of Science in Analytical or Industrial Chemistry;
 2. Water Resources expert with minimum Diploma in Applied Analytical Chemistry and with wide experience in waste management and pollution control measures;
 3. Expert with wide experience in GIS Applications and Earth Science Observations;
 4. Sociologist with a minimum of Bachelor of Arts degree in Social Science with wide experience in stakeholder engagement and community development projects;
 5. Expert with wide experience and demonstration of evident enforcement measures for compliance to the water regulations;
- iii. The firm should have a wide experience in watershed planning and management/ water catchment management that include river gauging, water abstraction, quality and pollution surveys;
- iv. The Consultant/ firm expertise should be with a minimum of 3 years' work experience in water resources with similar work;
- v. Should provide adequate evidence on relevant experienced staff who will be available for this work.

6. REMUNERATION

Upon the satisfactory delivery of the outlined specific tasks and timeframes the Consultant will be paid as per the contract terms. The payments shall be done in phases as follows;

1. Advance payment (shall be guided by PPADA 2015 Sec 146, 147 & 148)
2. First Stage **30%** of the Contract Price upon submission of acceptable Inception Report). Understanding of the required Consultancy, how to carry out the tasks and the deliverables.
3. Second Stage **25%** of the Contract Price upon submission of Progress Status Report acceptable by the Client). Transect observation assessments, field and laboratory analytical data and information; and the impacts of the Artisan Gold mining activities to the water resources and the entire ecosystems in the target areas at large.
4. Third stage **25%** of the Contract Price upon submission of acceptable status stand – alone Draft Reports for Macalder and Ikolomani AGM areas after stakeholders' forums.
5. Final Stage **20%** upon submission of acceptable Stand - alone Final reports

SECTION VI: STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT _____ Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

ANNEX I: REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

Large Assignments (Lump- Sum payment)

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ *[name of client]*

[full name of _____ *of Client's*
authorised representative

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's
authorized representative] _____

[title] _____

[signature] _____

[date] _____

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of

the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant

to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc. (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to

engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, 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.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall

provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xiv)

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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 .

7. SETTLEMENT OF DISPUTES

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

(xvi)

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

1.1(i) The Member in Charge is _____ *[name of Member]*

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____
Telex; _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) *[date]*.

Note: *The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

2.2 The date for the commencement of Services is _____ *[date]*

2.3 The period shall be _____ *[length of time]*.

Note: *Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.*

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

1. Advance payment (shall be guided by PPADA 2015 Sec 146, 147 & 148)
2. First Stage **30%** of the Contract Price upon submission of acceptable Inception Report). Understanding of the required Consultancy, how to carry out the tasks and the deliverables.
3. Second Stage **25%** of the Contract Price upon submission of Progress Status Report acceptable by the Client). Transect observation assessments, field and laboratory analytical data and information; and the impacts of the Artisan Gold mining activities to the water resources and the entire ecosystems in the target areas at large.
4. Third stage **25%** of the Contract Price upon submission of acceptable status stand – alone Draft Reports for Macalder and Ikolomani AGM areas after stakeholders’ forums.
5. Final Stage **20%** upon submission of acceptable Stand - alone Final reports

Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

ANNEX II

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

(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

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name _____

Title: _____

Signature; _____

Date; _____

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

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 _____

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM 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 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

The Consultant undertakes to perform the Services with

- Standards** 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 and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it 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 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

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

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED

Board Secretary