



KIBABII UNIVERSITY

**REQUEST FOR PROPOSAL
(RFP)**

FOR

**CONSULTANCY SERVICES TO UNDERTAKE ENVIRONMENTAL
AUDIT FOR KIBABII UNIVERSITY**

RFP NO. KIBU/ 01/2019/2020

CLOSING DATE: 3rd March, 2020 AT 10:00AM

**The VICE CHANCELLOR
KIBABII UNIVERSITY
P.O. Box 1699-00500
BUNGOMA.**

CLIENT: KIBABII UNIVERSITY

Page 1 of 37

SECTION I - INVITATION TO TENDER
INVITATION TO CONSULTANT
DATE _____

RFP/NO: KIBU/ 02/2019/2020

REQUEST FOR CONSULTANCY SERVICES FOR UNDERTAKING ENVIRONMENTAL AUDIT

1.2 Kibabii University invites sealed bids from eligible candidates as follows:

S/ No	Tender Number	Tender Description	Eligibility	Tender Closing Date
1	RFP/No: KIBU/ 01/2019/2020	Consultancy Services to Undertake Environmental Audit	Licensed NEMA Experts for 2019	2 nd March 2020

1.3 A complete set of tender documents may be obtained by interested candidates by downloading forms from the Kibabii University website (www.kibu.ac.ke) free charge. Applicant who download the tender documents shall immediately email their contacts details and tender number to procurement@kibu.ac.ke

1.4 Completed Tender Documents are to be enclosed in plain sealed envelopes, marked with the **RFP/NO: KIBU/02/2019/2020** and be deposited in the Tender Box at the Administration Block, Main Campus OR send by registered mail to be received on or before the tender closing time OR bulky tenders which do not fit the tender box shall be registered at the Vice Chancellor Office on 1st floor of the Administration Block, all addressed to:

The Vice Chancellor,
Kibabii University,
P.O Box 1699-50200,

So as to be received on or before **Monday, 2nd March, 2020 at 10.00AM**

NOTE:

- i. Tenderer/bidders must serialize/number all the pages and copies of documents attached and indicate the documents submitted on their own attached table of contents.
- ii. All attachments shall be from the last page of this document, starting with the tenderer table of contents and all paged.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Senate boardroom**

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

TABLE OF CONTENTS

	Page
SECTION I - LETTER OF INVITATION	2
INTRODUCTION	5
SECTION II - INFORMATION TO CONSULTANTS.....	7
SECTION III - TERMS OF REFERENCE.....	24
SECTION IV - TECHNICAL PROPOSAL.....	28
SECTION V - FINANCIAL PROPOSAL.....	29
SECTION VI - STANDARD CONTRACT FORM.....	30

INTRODUCTION

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

SECTION II-INFORMATION TO CONSULTANTS

Table of Contents

	Page
2.1 Introduction.....	5
2.2 Clarification and amendments to the RFP documents.....	8
2.3 Preparation of proposals.....	8
2.4 Financial proposal.....	10
2.5 Submission receipt and opening of proposals	10
2.6 Evaluation of proposals (General).....	11
2.7 Evaluation of Technical proposals.....	12
2.8 Opening and evaluation of Financial proposals.....	12
2.9 Negotiations.....	14
2.10 Award of Contract.....	14
2.11 Confidentiality.....	15

- INFORMATION TO CONSULTANTS

SECTION II

2.1 Introduction

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

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

2.2 Clarification and amendment to the RFP documents

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

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

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

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

2.3 Preparation of proposals

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

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

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

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

2.3.4 The Technical proposal shall provide the following information;

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

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

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

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

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

2.5 Submission, Receipt and opening of proposals

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

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

- 2.5.3** The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before **Monday 2nd March, 2020, 10.00 a.m.**”
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence Kibabii University in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

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

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	Specific experience of the individual consultant related to the assignment	30
(iii)	Adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

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

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

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that

their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

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

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

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

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note $P + T$ will be equal to 100%

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

2.9 **Negotiations**

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

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

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

2.10 **Award of Contract**

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

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

2.11 Confidentiality

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

CLAUSE REF	INSTRUCTION TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	REFERENCE Name of the Client the method of	Kibabii University
2.1.2	selection Technical and Financial Proposal	QUALITY & COST BASED SELECTION (QCBS) Yes
2.1.2	are requested: Name of the assignment is:	Consultancy for undertaking environmental audit for Kibabii University and creating environmental awareness to KIBU University
	Objective of the Assignment	The objective of the assignment is to establish baseline condition on environmental sustainability for KIBU in compliance with EMCA 1999
2.1.4	KIBU will provide the following	i. Requisite data and any other information available within KIBU required by the
2.1.7	inputs:	Consultant to facilitate smooth execution of the audit;
	Purchase Price for RFP	ii. Provide a Project Officer as the Liaison Officer for client-consultant communication. A soft copy of the bid document shall be sent in soft to the bidders via emails provided

		during prequalification of supplies free of charge
2.2.1 & 2.6.1	Requests for clarification to be sent to:	The Vive Chancellor Kibabii University P. O. Box 1699 – 00500 BUNGOMA E-MAIL: procurement @kibu.ac.ke ;
2.3.3 (a)	The estimated number of professionals Required for the assignment is:	The assignment duration is estimated to take an overall period of six weeks. The environmental expert shall determine the professional University required to complete the assignment within the stipulated contract period.
2.3.3 (iv)	The minimum required experience of the proposed professional University is:	Refer to 2.3.3 (v); 2.3.4(v) and 2.7.1 below
2.3.3 (v)	A. KEY EXPERTS For implementation of the assignment, the Consultant shall comprise expert team that includes as a minimum the following key experts: 1. Environmental Audit Expert/Lead Auditor; 2. Environmental Audit assistants; The lead and assistant auditors shall meet the Qualifications and experience requirements laid down in TOR. Lead auditor shall propose the type of personnel in his team, role, number and duration of their involvement in the assignment.	

**MANDATORY QUALIFICATION OF KEY
UNIVERSITY TABLE 2**

No.	Title	Professional Experience (Years)	Specific Expertise	Summary of Summary of Duties
1	Environmental expert/lead 8 auditor		<ol style="list-style-type: none"> 1. Minimum of a Master of Science Degree in Environmental Science or Environmental Engineering. 2. Registered with Kenyan National Environmental Management Authority (NEMA) as a Lead Expert. 3. The expert shall have at least eight (8) Years' experience of which three years shall be in the performance of Environmental Audits (EA) with particular Reference to corporate and or transport Institutions in Kenya. 4. Participation as a Lead 	i. As captured In the TOR

			environmental auditor in at least 3 environmental audits with at least one such audit having been completed, within the last 3 years.	
2	Assistant auditors	5	Minimum of a university degree in environmental studies with minimum 5 years working experience in the relevant field. Participation as environmental auditor in at least 3 environmental audit assignments where at least one assignment was completed, within the last 3 years.	As assigned by the lead auditor

To be responsive, Bidder must submit Experts meeting the CRITICAL REQUIREMENTS for each expert as listed above;

CRITICAL REQUIREMENTS (IF NOT SUBMITTED, ENTIRE BID WILL BE DEEMED NON RESPONSIVE):

- i. Attach copy of relevant degree certificate;
- ii. Attach copy of professional registration or practicing certificate or corporate membership in professional organization of country of origin or practice (if any);
- iii. Number of years of post-qualification experience

TABLE 3

2.4.2	Taxes	Proposal should be inclusive of all taxes e.g. Withholding Tax, VAT etc and in line with Kenya Revenue Authority requirements.
2.4.3	Currency for Tender	The Consultants shall express their prices in Kenya shillings (KSh.)
2.4.5	Validity Period	The Proposal must remain valid for ninety (90) Days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional University 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.
2.5.2	Documents required	Consultants must submit one (1) original and two (2) copies of Technical and Financial Proposal. Additionally, a softcopy in form of CD of both Technical and Financial Proposal shall be Submitted separately.
2.5.3		The original, all copies and CD of the Technical Proposal shall be placed in a sealed envelope clearly marked “ TECHNICAL PROPOSAL ,” and the original, all copies and CD of the Financial Proposal shall be placed in another sealed envelope clearly marked “ FINANCIAL PROPOSAL ” and warning: “ DO NOT OPEN WITH THE TECHNICAL PROPOSAL ”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “ DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE. ”

2.5.3	The proposal submission address is:	The Proposal, marked as stipulated in the ITC shall be addressed to: THE VICE CHANCELLOR KIBABII UNIVERSITY P.O. Box 1699-00500 BUNGOMA. AND deposited or submitted in the TENDER BOX, ADMINISTRATION OFFICE ground floor.
2.5.4	Proposals must be submitted no later than the following date and time:	21 st
2.6.3	The minimum technical score required to pass	70%
2.7.1	Evaluation criteria for	Technical Maximum Points
	(i) Specific experience of the consultant/consultant team related to the assignment	30
	(ii) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	40
	(iii) Qualifications and competence of the key University for the assignment	30
	Total Max. Points	<u>100</u>
	SEE THE DISTRIBUTION IN TABLE 4 BELOW	
2.7.1 Details of Evaluation Criteria, sub-criteria and the point system are shown below herein TABLE 4 below:		

2.8.5	Formula for determining the Financial score is the following	The weights given to the Technical proposal (T) and Financial Proposal (P) are: T= 70%; P= 30%
2.10.2	The Assignment is expected to commence on:	Not later than 21 days after the award and signing of the contract

TABLE 4 – EVALUATION CRITERIA

PRELIMINARY EVALUATION		
1.	Copy of Incorporation Certificate	Mandatory
2.	Copy of Tax compliance Certificate	Mandatory
3.	Bid bond 2% of the quoted price	Mandatory
4.	NEMA certification of Lead expert/Lead Auditor	Mandatory
TECHNICAL EVALUATION		
Responsibility	Qualifications & Experience	Max. points
1. Specific experience of the environmental expert related to the assignment (30 mks) (Expert may constitute a team to enhance his capability)		
a) Lead auditor Assistant auditor	The Lead Consultant/expert shall provide details of the extent of the consultant's experience demonstrating at least 8 years working experience of which 3 years shall be in performance of environmental audit assignments that were technically the same or similar which demonstrate taking a lead role in at least 3 environmental audit assignments. At least one of the audits must have been carried out in the last three years. Lead expert shall provide details of assistant auditors in his team demonstrating minimum work experience of 5 years in similar or related assignments in which expert participated in at least 3 assignments as auditor with one such assignment having	20

	<p>been undertaken within the last 3 years</p> <p>The expert should describe the nature, scope and value of the assignments, the role of the experts in the Planning and undertaking of the assignment.</p> <p>The level of responsibility and extent of experience are crucial, not just the number of assignments undertaken</p>	
b) Reference from Employers	The Lead expert shall provide evidence 10 from previous clients (At least two number) that the firm as undertaken Similar assignments in the last 10 years which demonstrate the expert is capable of undertaking this assignment.	
2. Adequacy of the Proposed Work Plan and Methodology for Responding to the TOR (40 mks)		
a) Comments on TOR	i) Detailed suggestions to enhance Terms of Reference (Section IV below)	10
b) Technical approach & Methodology	ii) Level of completeness of the Technical approach and methodology in addressing the Terms of Reference.	5
	iii) Level of detail and responsiveness of the Technical Approach and Methodology in addressing key specifications of the works.	5
	iv) Proposed program for environmental awareness for KIBU University;	5
	v) Organization of team carrying out the assignment	5
c) Work Plan	i) Provide logical, sequential and well-structured Work plan consistent with the time frames and the TOR.	5
	ii) Details of proposed main activities of the assignment as captured in the Terms of Reference	5
3. Key professional Qualifications and competence for the assignment (30 mks)		

Key professional to be on general experience, specific experience an and expertise related to the task, experience in similar geographical region		
a) General Qualifications	Academic level – 7mks (MSc 7, BSc/BA 3, others 0), Overall Experience - 3mks, Professional licenses- 2mks	12
b) Adequacy of Assignment (Project Related experience) c)	Type & Quality of Project completed – 5mks, Size and No. of similar project – 5mks Years of experience on similar projects – 5mks	15
Corporate and industry Experience	Experience in similar project in similar Institutions and industry	3

NOTE:

1. For each of the experts:
 - a) The Expert should provide details of experience in addition to specific professional expertise in environmental audit and studies.
 - b) The Expert should describe the nature of the assignments and the role of the expert in the assignments.
2. KIBU shall identify a suitable date possibly within the six weeks contract period outside the six weeks' time window on which the environmental expert shall take KIBU University through an environmental awareness program prepared as required in the TOR.

Financial evaluation

The formula in clause 2.8.3 applies

NOTE:

The financial scores for each of the bidder (who scores 70mks and above in technical evaluation) shall be summed up with the technical scores and rated out of 100 %

$$(Sf+St)/200 \times 100\%$$

The bidder who scores the highest is recommended for award

SECTION III - TERMS OF REFERENCE (TOR)

3.1. *Introduction*

Pursuant to its mandate KIBU ***intends to enhance compliance with EMCA - 1999 with the objective to become more environmentally sustainable*** in its ***operations***.

In view of this objective, KIBU intends to carry out an environmental audit focusing in critical areas of operations to establish a ***baseline position in environmental sustainability***.

The University intends to engage an environmental expert for a short assignment of Six weeks who will execute performance based contract to carry out environmental audit and to undertake environmental awareness program to Kibabii University

The expected audit report will be geared towards informing KIBU's environmental sustainability goals in addition to forming the basis for subsequent environmental audits.

3.2. *Objective*

The overall objective of the assignment is to carry out an Environmental audit on KIBU operations to provide baseline information on KIBU's environmental sustainability and to enhance environmental awareness of Kibabii University to identify opportunities for improvement, and recommend measures for effective environmental sustainability practices to comply with internal policy and national environmental laws and regulations.

3.3. *Detailed objectives*

The objectives of the assignment include

3.3.1. Environmental Audit *to enhance compliance with EMCA - 1999 with the objective to become more environmentally sustainable* in its ***operations***. and ensure that environmental concerns are integrated in the Audit to contribute to sustainability.

In Conducting of the Environmental audit will ensure KIBU is compliant with the provisions of the Environmental Management and Co-ordination Act (EMCA), 1999 Amended 2015. The bidder will be expected to carry out an environmental audit for the facility which should be prepared for submission to NEMA pursuant to section 68 of EMCA, 1999 and in accordance with the environmental impact assessment and audit regulations of 2003.

1.2 **Scope of work**

The bidder will carry out an environmental audit for KIBU and prepare an EA report accompanied by a non – technical summary of the key findings, conclusions and recommendations. The environmental auditor will;

- Prepare an inception report for the EA study and submit to KIBU
- Review all relevant environmental laws and regulations on health, safety and energy including both national and international standards.
- The consultant will also need to refer to the various EIA reports.

- Verify the level of compliance with environmental standards.
- Review all documentation on existing and planned infrastructural facilities
- Inspect buildings, premises and infrastructural facilities and give a record of all significant risks associated with such areas and their related facilities.
- Develop an environmental management and mitigation plan complete with mechanisms for monitoring and evaluating compliance including cost of mitigation measures and time frame for implementing the measures.
- Provide such other information that the client or NEMA may require.

3.3.2. Environmental audit assignment

- To Review all relevant sources of data and any relevant information for the survey briefly describe day to day activities of KIBU as stipulated under the KIBU mandate.
- To hold consultations/interviews with key functional and or project Officers to describe/indicate precisely the status of environmental sustainability within their respective functions highlighting notable practices that are critical to overall corporate environmental sustainability goals. These interviews should help corroborate factual information and probe areas of environmental concern.
- To examine the records and documentation relating to environmental sustainability, actions taken to manage them and aspects of performance.
- To conduct site observations at locations and relevant areas of operation to establish current environmental performance status.
- To establish the level of University awareness to environmental matters/concerns as relates to University areas of operation and highlight opportunities for improvement
- To assess the efficacy of resource use (Energy, water, etc) to identify gaps on sustainability practices.
- To identify level of compliance with established environmental legislations and propose appropriate measure for compliance.
- To prepare and present the Audit findings (Audit Report to a format presentable to NEMA) and to KIBU. The report shall highlight constraints, if any during implementation; point out best practices if any; highlight areas requiring compliance with EMCA 1999 in environmental sustainability. The report shall also highlight areas that KIBU is already complying with the environmental requirements under EMCA 1999 and make recommendations for full compliance. The audit report will be prepared based on review of relevant documents, site observations, compliance of the statutory requirements and interviews with stake holders.

3.4. *Scope of assignment*

The expert will be required to carry out audit inspection in all KIBU premises establishing the baseline environmental conditions while interviewing relevant Staff University accordingly:

3.5. **Qualification and Experience**

The Auditor should be individual experts assisted by colleague/assistant experts who have been registered by NEMA. The team conducting the audit shall at least be comprised of a lead auditor and an audit assistant.

3.5.1 Audit expert/Lead auditor: He/she shall have a post graduate degree in Environmental studies or equivalent with a minimum of 5 years' experience in the field. The responsibility of the lead auditor would be to plan the audit including assigning responsibilities to audit assistants, preparing questionnaires, checklist etc; finalizing audit time schedules in consultation with the KIBU, efficient conduct of audit and completion of audit within the audit scope and within the time frame specified and preparing and submitting environmental audit reports to KIBU.

3.5.2 Audit assistants- To be at least bachelor's degree holders in environmental studies and have over three years' experience in environmental or related field.

3.6. **Assignment Duration**

The total duration of the assignment would be Six (6) weeks for the entire period. The duration include time for preparation and submission of the audit report.

3.7. **Expected Outputs / Deliverables**

- A draft final audit report encompassing the observations relating to environmental audit (Four Weeks after commencement)
- Final report presentable to NEMA after incorporating the suggestions of KIBU following review of the draft audit report, if any (Six weeks after commencement).

3.8. **Expected output content/details**

3.8.1. The report shall capture and present KIBU's mandate describing key functional activities, processes and operations of the organization.

Additionally, a brief description of the relevant legislative and regulatory framework relating to these functions should be captured.

3.8.2. The report should give a non-technical summary of the audit, outlining key findings, conclusions and recommendations of the auditors.

3.8.3. It should give the expert's opinion on the position of KIBU's environmental sustainability with detailed recommendation for improvement/corrective action, their costs, timelines and mechanism for implementation.

3.8.4. The experts who shall report to the Safety Health and Environment Officer will be required to submit his report as detailed in 3.8.1 to 3.8.3 above as indicated in table below:

	Report stage	No. of Copies	Timelines
1	Draft Final Report	2 No. hard copies & Pdf soft copy	4 weeks after commencement
2	Final Report	4 No. hard copies & Pdf Soft copy	6 weeks after commencement

The final Report shall include any comments that shall be made by KIBU following review of the Draft Final report.

3.9. Resources to be provided by the client

The client KIBU will provide the expert with list of key Staff to be interviewed in each building where the audit is to be carried out. KIBU will also provide the relevant information and data that the expert shall require for purposes of preparing the audit report.

3.10. Terms of payment

The successive expert/firm shall be paid the agreed fee for the service after completion of the exercise following submission and acceptance of the audit report by KIBU.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

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

It shall contain the following:-

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

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

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

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

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (Lump-sum payment)

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

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(lump-sum payments)

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

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

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

- (ii) The Consultant shall provide the personnel listed 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.”

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

2. Term The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. Payment
- A. Ceiling
- For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. Schedule of Payments
- The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)
- Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and
- Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.
- Kshs. _____ Total
- C. Payment Conditions
- Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the

Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration A. Coordinator
The Client designates _____
[insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. **Reports**
The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
- 5 Performance Standards
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6 Confidentiality
The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. Ownership of Material
Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The

Consultant may retain a copy of such documents and software.

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 _____

2.

REQUEST FOR REVIEW FORM

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*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary