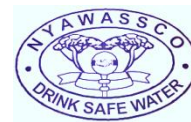


NYASARE WATER SUPPLY AND SANITATION COMPANY LTD



Tel: +254-792385068

P O Box 528– 40400

SUNA-MIGORI, KENYA

E-mail: nyasarewater2013@gmail.com

NYAWASSCO/K-WASH/RFP/03/2026-2027

REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES TO UNDERTAKE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA)

NYASARE WATER SUPPLY AND SANITATION COMPANY LTD

P.O. BOX 528-40400

SUNA-MIGORI

Email: nyasarewater2013@gmail.com

CLOSING DATE:

19TH OCTOBER, 2026 AT 10.00 AM LOCAL TIME

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REQUEST FOR PROPOSALS (RFP)

To:	MS _____ P.O BOX _____
From:	NYASARE WATER SUPPLY AND SANITATION COMPANY LTD P O Box 528– 40400 SUNA-MIGORI, KENYA.

REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES TO UNDERTAKE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) FOR NYASARE WATER SUPPLY AND SANITATION COMPANY WATER INFRASTRUCTURE IMPROVEMENT PROJECTS FUNDED BY THE WORLD BANK UNDER K-WASH PROGRAMME

TITLE	Consultancy services to undertake Environmental and Social Impact Assessment (ESIA) for Nyasare Water Supply and Sanitation Company Water Infrastructure Improvement Projects funded by the World Bank under K-WASH Programme. Reference No.: NYAWASSCO/K-WASH/RFP/01/2026-2027
PURPOSE OF ASSIGNMENT	To comply with the Kenya Environmental Management and Coordination Act (EMCA 1999), the Environmental Impact Assessment and Audit Regulations, 2003, the Water Act 2016 and the World Bank Environmental and Social Framework (ESF), and to obtain approval and a license from the National Environment Management Authority (NEMA) and World Bank No Objection prior to commencement of the works.
LOCATION OF ASSIGNMENT	Migori town and its environs, Migori County, Kenya.
CLOSING DATE	19TH OCTOBER, 2026 AT 10.00 AM LOCAL TIME 14 DAYS ADVERTISEMENT

1. The Nyasare Water Supply and Sanitation Company Ltd invites you to submit proposals for _____ indicated in detail in "Table A. Schedule of Requirements and Specifications". The proposal shall follow the instructions and documents in this RFP document and shall be in English Language. Tenderers may obtain further information during office hours 8:00am to 5:00pm at the address given below.
2. Interested and eligible candidates may obtain the proposal document from the Company Website (www.nyasarewaters.co.ke)
3. Proposals shall be submitted in accordance with the instructions in Part 1.
4. Enquiries regarding this proposal may be addressed to the Managing Director, Nyasare Water Supply and Sanitation Company Ltd of Migori P.O. Box 528 -40400 Suna- Migori.
5. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
6. Please inform by email or express mail the undersigned within _____ of receipt of this RFP if you will not be submitting a proposal.

Address for Submission of Proposals

- 1) Name of Procuring Entity: **Nyasare Water Supply and Sanitation Company ltd**
- 2) Mailing Address: **Nyasare Water Supply and Sanitation Company ltd of Migori P.O. Box 195 - 40400 Suna-Migori.**
- 3) Physical address: deposited in the **TENDER BOX** marked at the NYASARE WATER SUPPLY AND SANITATION COMPANY LIMITED located along Migori – Kisii Highway, Migori County

Yours sincerely,

TERMS OF REFERENCE

TERMS OF REFERENCE FOR CONSULTANCY SERVICES TO UNDERTAKE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) FOR NYASARE WATER SUPPLY AND SANITATION COMPANY WATER INFRASTRUCTURE IMPROVEMENT PROJECTS FUNDED BY THE WORLD BANK UNDER K-WASH PROGRAMME

1.0 INTRODUCTION

Nyasare Water Supply and Sanitation Company Limited (NYAWASSCO) have been in existence since 1993. The Company started as a community based organization (CBO) as Nyasare Water Supply Association (NWSA) through the support of Nyasare Community, Government of Austria (Austrian Development Cooperation) and Government of Kenya. The Water Service Provider (WSP) service area is approximately 25 Km². NYAWASSCO is licensed and regulated by Water Services Regulatory Board (WASREB). It operates in Migori County along Nyasare river valley serving both the urban and rural areas. It partially serves six sub-locations namely Kajulu I, Kamsaki, Marindi, Oruba, Kakrao and Wasweta I.

Nyasare Water Supply and Sanitation Company (NYAWASSCO) has received Performance for Results (Pfor) support from World Bank under Kenya Water, Sanitation and Hygiene (K-WASH) programme. The Company intends to use part of the funds to implement water supply infrastructure improvement to enhance reliability and sustainability for consumers under its area of jurisdiction in Migori town and its environs.

2.0 PROJECT BACKGROUND

2.1 PROJECT AREA

The proposed project area is situated in Migori town and its environs, within the service area of Nyasare Water Supply and Sanitation Company Ltd along the Nyasare river valley, Migori County, Kenya.

2.2 PROJECT DESCRIPTION

The water supply infrastructure improvement Project is packaged into three thematic areas including water sources, storage facilities and distribution networks. The three lots are one environmental and social impact assessment (ESIA) package assignment due to being in the same geographical area and interlinked expected environmental and social impacts and mitigation thereof.

Component 1: Water Source:

Solarization of 1No existing borehole, and drilling, equipping, pump testing and solarization of 2No new boreholes (with Water Resources Authority approval). The works shall include installation of solar PV arrays, inverters, control panels and fencing.

Component 2: Storage:

Supply and installation of 3No pressed steel tanks [1x50M³ + 2x25M³] on 15m high steel towers including civil works, foundations, and plumbing.

Component 3: Distribution & Ancillary:

Upgrading 4.3Km distribution network (HDPE, PPR, uPVC DN 50mm-75mm) plus construction of 100m perimeter masonry wall around the existing borehole, 3m x 3m guard house, and 35m perimeter masonry wall around chlorine dosing house.

3.0 SPECIFIC ESIA ASSIGNMENT

The objective of the assignment is to comply with Kenya Environmental Management and Coordination Act (EMCA 1999), Environmental Impact Assessment and Audit Regulations, 2003, Water Act 2016 and World Bank Environmental and Social Framework (ESF) to obtain approval and license by the National Environment Management Authority (NEMA) and World Bank No Objection prior to commencement.

The Environmental & Social Impact Assessment (ESIA) is to achieve the following objectives:

1. Identify all potential significant adverse environmental and social impacts of the proposed project and recommend measures for mitigation.
2. Develop an Environmental and Social Management Plan (ESMP).
3. Verify compliance with the environmental regulations and industry standards into planning, development, implementation and management of the project.
4. Generate baseline data for monitoring and evaluation of how well the mitigation measures will be implemented during the project cycle.
5. Recommend cost effective measures to be implemented to mitigate against the expected impacts.
6. Provide guidelines to stakeholders participating in the mitigation of adverse social impacts of the project.
7. Prepare an environmental impact assessment report compliant with the Environmental Management and Coordination Act (EMCA) and detailing findings and recommendations.

4.0 SCOPE OF THE ESIA / SERVICES

The ESIA will be carried out in compliance with the Environmental Management and Co-ordination Act (EMCA 1999), the Environmental Impact Assessment and Audit Regulations, 2003, the Water Act 2016 and the World Bank Environmental and Social Framework (ESF), among other relevant laws, regulations, guidelines and standards. The consultant is expected to undertake investigations on environmental, socio-economic and cultural aspects among others. The scope of services to be undertaken by the Consultant shall include the following tasks:

- Detailed desk review;
- Description of the baseline environment;
- Legislative and regulatory framework;
- Determination of impacts of the proposed project;
- Occupational health and safety concerns;
- Development of the Environmental and Social Management Plan (ESMP);
- Environmental costing of mitigation measures;
- Development of a monitoring plan;
- Institutional arrangements for monitoring and mitigation plan and strengthening;
- Development of decommissioning and abandonment plans;
- Environmental & Social Impact Assessment report.

The Consultant shall undertake the following:

a) Review of Relevant Documents

Review the existing borehole completion reports, existing ESIAs, preliminary and detailed designs for the 4.3km pipeline, solarization and hybridization plan and steel pressed elevated tanks, County CIDP, Water Act 2016, EMCA 1999, NEMA Guidelines, and WB environmental and social safeguard.

b) Baseline Environmental and Social Assessment

- **Physical:** Topography, soils, climate, hydrology, groundwater status/yield of Nyasare borehole, noise and air quality at solar site.
- **Biological:** Flora/fauna, presence of sensitive habitats along the 4.3km pipeline route.
- **Socio-economic:** Land ownership/wayleave issues for pipeline, population, water demand, income levels, gender and vulnerable groups, health & sanitation.

- Hydrogeological survey review of existing water resources authority survey, aquifer yield sustainability, cumulative draw down in Migori area with high water table pollution risk.
- Mapping of sensitive receptors including schools, health centres, markets along pipeline distribution network route.
- Socio-economic land ownership status, Land ownership status for the 2 No proposed new boreholes, way leave consent for County roads and private land and document vulnerability mapping.

c) Stakeholder Engagement & Public Participation

- Prepare stakeholder engagement plan implementation and ensure mandatory engagements with the Government (both National and County), State actors, Civil Society, community and faith based organization leaders, elected leaders and other stakeholders.
- Stakeholder mapping for NYAWASSCO, Migori County Government, NEMA, Water Resources Authority (WRA), local administration, community water users.
- Hold at least 2 public consultation meetings within the project area with evidence (signed attendance lists, minutes, dated photos, IDs).
- Key Informant Interviews with NYAWASSCO management and County Water Department.
- Operationalize grievance redress mechanisms (GRM).
- Engage potentially project affected persons (PAPs) as per World Bank environmental and social safeguards framework.

d) Impact Assessment

Analyse construction and operational phase impacts specific to:

- **Labour:** Between 20-30 workers for drilling/towers/pipelines, labour management procedures and occupational health and safety risks. Remember working at heights above 15m, drilling accidents, trench collapse and chlorine handling, traffic management, access to borehole sites.
- **Solar:** Land take for PV array, e-waste, glare, occupational safety during panel installation, end-of-life disposal.
- **Pipeline:** Temporary disruption of access/traffic, dust, trench safety, damage to other utilities, social conflicts over wayleave.
- **Tank:** Visual impact, structural safety, working at height risks, concrete waste.
- **Biodiversity:** No natural habitat conversion expected but assess.
- **Chance Finds:** Remember for trenching, gold mining area has cultural significance.
- **Cross-cutting:** GBV/SEAH action, labour influx, child labour, community health and safety.

e) Development of ESMP

Prepare a costed Environmental and Social Management Plan (ESMP) with:

- Mitigation measures, monitoring plan with indicators, frequency and responsibility.
- Grievance Redress Mechanism (GRM).
- Labour Management, GBV and Child Protection Code of Conduct.
- Chance Find.
- Plan for solar components.
- Specific Management Plans (drilling waste, e-waste, traffic & community safety, OHS plan with working at height, chlorine handling SOP, labour management, chance finds procedure).
- Institutional arrangement for ESMP implementation.

f) NEMA Approval

- Prepare ESIA report as per NEMA format.

- Submit 10 hard copies + 1 soft copy to NEMA through e-portal.
- Pay for and facilitate stakeholder validation if required by NEMA.
- Respond to NEMA comments and secure NEMA ESIA License on behalf of NYAWASSCO.
- NEMA fees will be paid by NYAWASSCO.

5.0 RESPONSIBILITIES

5.1 NYAWASSCO (the Client) shall:

- Provide to the consultant all relevant project documents including but not limited to the project designs, borehole completion reports, existing ESIA's and other relevant information to the extent of its availability as requested by the consultant;
- Ensure that the local authorities are informed accordingly;
- Inform and update the consultant on the security situation, or changes;
- Link the consultant with County level staff for necessary support in the field;
- Pay the Consultant as per the signed contract;
- Provide logistical support in the field during the assignment where agreed;
- Supervise the consultant's compliance to the agreed terms during the assignment;
- Pay the NEMA fees.

5.2 The Consultant shall:

- Prepare and deliver consultancy services as per the Terms of Reference;
- Deliver the key deliverables in time;
- Facilitate debriefing sessions before and after the field mission;
- Make their own arrangements on accommodation and meals during the duration of the assignment;
- Submit a final report duly approved by NYAWASSCO after full incorporation of views and edits from the client;
- Submit the final report to NEMA on behalf of the proponent (NYAWASSCO) and remain engaged until the NEMA license is issued.

5.3 Reporting and Supervision

The Consultant will report to the Managing Director, Nyasare Water Supply and Sanitation Company. Day-to-day supervision by the Project Manager.

6.0 SCHEDULE OF THE ASSIGNMENT AND DELIVERABLES SPECIFIC TO ESIA

6.1 Deliverables

The consultant is expected to indicate clearly assignment critical milestones, with timing for each activity, taking into account the duration of the entire project implementation period. The consultant will submit to the client:

Deliverables	Indicative Timelines
Inception Report - Approach, methodology, work plan	Day 7 Submit to Client
Draft ESIA Report including ESMP and Public Participation Report	Day 30 Submit to Client
Final ESIA Report after incorporating Client comments	Day 35 Submit to Client
NEMA Submission & License Follow-up	Day 36 Upload to e-Citizen portal

The reports shall also be provided in soft copy, and the NEMA ESIA License for the proposed project facility shall be secured and handed over to the Client.

6.2 Duration

The consultancy shall be for 45 calendar days from signing of contract. The consultant shall remain engaged until NEMA license is issued.

7.0 EXPECTED QUALIFICATION OF THE CONSULTANT

The Consultant is expected to comprise of the following professionals among others:

Mandatory:

- Must be a NEMA Registered and Licensed ESIA Firm. Attach Valid NEMA Certificate and Practicing License for 2026.
- Attach Company Registration, KRA PIN and Valid Tax Compliance Certificate.
- Lead Expert must be NEMA-registered Lead Expert with minimum 7 years' experience.
- A Bachelor's degree in Environmental Science, Environmental Engineering, Env/Public Health, Social sciences or any other relevant field.
- Must have excellent command of oral and written English language skills. Understanding of the local language is an added advantage.

Technical Team:

- a) **Team Leader - NEMA Lead ESIA Expert:** BSc Environmental Science / Environmental Engineering, 7+ years in ESIA for water/energy projects.
- b) **Sociologist:** BA Sociology/Community Development, 5+ years in stakeholder engagement, RAP, GBV mitigation.
- c) **Water / Energy Engineer:** To review technical designs for solar and 4.3km DN50-75mm network, constructions, boreholes drilling and equipping.

Experience:

Evidence of at least 3 similar ESIA's for water supply projects involving solarization, borehole drilling & equipping and distribution networks in the last 5 years.

8.0 APPLICATION SUBMISSION MODALITY

Prospective Consultant applicants are expected to prepare a technical and financial proposal, to be submitted separately, and deposit them in the **TENDER BOX** at the NYASARE WATER SUPPLY AND SANITATION COMPANY LIMITED, along Migori – Kisii Highway, Migori County, not later than the close of **19TH OCTOBER, 2026 at 10:00 am**, quoting "NYAWASSCO/K-WASH/RFP/03/2026-2027". Interested consultants should submit proposals to:

The Managing Director,
Nyasare Water Supply and Sanitation Company,
P.O. Box 528-40400, Suna-Migori.

Submission and Expression of Interest (EOI) – interested consultants should submit the following documents:

- a) Technical proposal outlining their understanding of the assignment, proposed methodology, and work plan.
- b) Financial proposal with a breakdown of consultancy fees.
- c) Detailed CV of the project lead highlighting relevant experience.

8.1 TECHNICAL PROPOSAL

Mandatory requirements are as indicated in this RFP. Only proposals meeting the mandatory requirements in sub-section 9.1 of this RFP shall be considered at the technical evaluation. The evaluation committee appointed by the Client shall evaluate the proposals based on their responsiveness to the Terms of Reference.

8.2 FINANCIAL PROPOSAL

The Financial proposal shall be prepared, sealed and submitted separately. N/B. The quoted prices should have a validity period of 120 days from the date of submission deadline.

9.0 EVALUATION PROCESS AND SELECTION METHOD

Quality and Cost Based Selection (QCBS) Method shall be adopted. QCBS is a method that uses a competitive process that considers the quality of the proposal and the cost of the services in the selection of the successful Consultant. NYAWASSCO will therefore adopt it for the evaluation. The proposals will be evaluated based on the broad areas listed below:

1. Mandatory criteria screening (preliminary examination);
2. Technical examination, including academic and professional qualification, approach and methodology for executing the assignment and delivery schedule;
3. Financial comparison of proposals (proposed costing).

9.1 Preliminary Evaluation Criteria: Mandatory Requirements

Preliminary examination to determine Tenderer eligibility. Table 9.1: Mandatory requirements (Registration & Legal requirements)

No	Requirements	Submitted / Not Submitted
1	Valid Tax Compliance Certificate from KRA.	
2	KRA PIN Certificate / Registration Certificate / Certificate of Incorporation.	
3	A valid business permit.	
4	Copy of CR12 Certificate for Limited Companies / copy of Identity Cards for Sole Proprietorship and CR 13 for Partnership.	
5	Serialization of the proposal document pages,	
6	All forms must be dully,filled,signed and stamped	

NOTE: Absence of any of the mandatory requirements will lead to the consultant's disqualification from further evaluation.

9.2 Technical Evaluation Criteria

Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Proposals failing this stage will be rejected and not considered in next stage. The following shall form the basis of technical evaluation.

No	Technical evaluation	Scores
1.1	Evidence of previous experience	20 Marks
	Attach evidence of previous consultancy/of ESIA done to any public institution(at least 2	
2	FINANCIAL CAPACITY	30 Marks
	Audited Company Accounts for FY 2024/2025 Attach a letter of Access to Credit Attach Certified Bank Statement for the last 3 consecutive months	
3	Well elaborated methodology with work plan for the assignment	20 Marks
	Elaborate Methodology	
	Detailed work plan	
	Comments on Terms of Reference (enriching output/deliverables)	
	Experience of the firm in undertaking similar assignments matching award letters, LSOs, agreements and recommendation letters	
4.	KEY PERSONNEL	10Marks
	Attach CV and Professional Certificates of project manager Bachelor Degree in Environmental Science, Env/Public Health, Social sciences or any other relevant field	
5.	NEMA Registration Certificate	10Marks
6.	Active NEMA License	10Marks
	Total Technical Score (Section A+B)	100 Marks

NOTE: This is based on a score of 100 marks. Only applicant consultants who score 70% and above will proceed to the financial stage of evaluation.

9.3 Financial Evaluation Criteria

Financial comparison of proposals shall be conducted for the proposals that pass the technical stage. Financial evaluation shall be based on the following formula for determining the financial score (Sf) of all proposals:

$$Sf = 100 \times Fm / F$$

in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are:

$$\mathbf{T = 0.8 \text{ and } P = 0.2}$$

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights.

10.0 PAYMENT TERMS

The payment for the service rendered shall be after the acceptance of the final report and the license issued by NEMA, as follows:

- 30% upon approval of Inception Report
- 40% upon submission and acceptance of Draft ESIA Report
- 30% upon submission of Final ESIA Report to NEMA and evidence of submission receipt. Final payment upon issuance of NEMA License.

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the proposal. The standard forms in this RFP may be photocopied for completion but the Tenderer is responsible for their accurate production. The term Tenderer shall mean the firm or person invited to submit a proposal. The term Proposal herein shall mean the proposal submitted as usually understood in public procurement.
2. **Validity of Proposals:** The proposal will be held valid for **120 days** from the date of submission.
3. **The Proposal shall consist of** completed Tables A and B the Form of Proposal all indicated in Part 2 of this Request for Proposals, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Proposals:** Completed tender documents must be deposited in the **TENDER BOX** marked at the NYASARE WATER SUPPLY AND SANITATION COMPANY LIMITED located along Migori – Kisii Highway, Migori County received not later than **19TH OCTOBER, 2026 at 10:00 am**. Manual submissions will not be allowed.
5. **Submission of Proposals:** Proposals, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late proposals will be rejected.

Address for Submission of Proposals. (**ONLY FOR MANUAL SUBMISSIONS**)

- 1) Name of Procuring Entity: **Nyasare Water Supply and Sanitation Company ltd**
- 2) Mailing Address: deposited in the **TENDER BOX** marked at the NYASARE WATER SUPPLY AND SANITATION COMPANY LIMITED located along Migori – Kisii Highway, Migori County P.O. Box 528 -40400 Suna-Migori.
- 3) Physical address for hand or Courier Delivery to an office or Proposal Box: deposited in the **TENDER BOX** marked at the NYASARE WATER SUPPLY AND SANITATION COMPANY LIMITED located along Migori – Kisii Highway, Migori County
- 4) Date of Submission (deadline): _____.
Time of Submission (deadline): _____.
6. **Opening of Proposals:** Proposals will be opened immediately after the closing date and time specified in item 5(4) above.
7. **Tenderer Eligibility:** Tenderer must submit documentary evidence to show his/her eligibility to be awarded a contract to cover each of the following: (i) valid trading license (ii) certificate of registration, and (iii) valid tax compliance certificate (iv) AGPO Certificate (where applicable). The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services.
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Proposals:** Tenderers are not permitted to submit alternative proposals for goods/alternative technical solutions for specified parts of the Works or Services (select one). Only the alternatives, if any of the Tenderer with the winning proposal conforming to the basic technical requirements shall be considered by the Procuring Entity.

12. **Currency:** Proposals shall be priced in Kenya Shillings. Proposals in other currencies will be rejected if not allowed. The Procuring Entity shall not allow proposals in foreign currency.
13. **Evaluation of Proposals:** The evaluation of proposals will be conducted using the procedure set out in Section 9.0 of this RFP, comprising (i) preliminary examination to determine Tenderer eligibility (Table 9.1: Mandatory Requirements), (ii) technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness (Table 9.2: Technical Evaluation Criteria), and (iii) financial comparison of proposals (Section 9.3).
14. **Lowest Evaluated Proposal:** The lowest evaluated proposal (combined technical and financial score) shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the proposal was submitted. Unsuccessful tenderers who responded will be notified of the accepted proposal, indicating the name and the amount of the accepted proposal.
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any proposal or to cancel the proposal process and reject all proposals at any time prior to contract award.

PROPOSAL AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of Proposal.

- (i) SCHEDULE OF REQUIREMENTS TABLE – TABLE A and B
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) FOREIGN TENDERER 40% RULE (N/A)

FORM OF PROPOSAL

[To be completed by Tenderer]

Proposal Addressed to	NYASARE WATER SUPPLY AND SANITATION COMPANY LTD P O Box 528– 40400 SUNA-MIGORI, KENYA.
Date of Proposal	
Proposal Reference Number:	
Proposal Description	

1. We have examined and have no reservations to the Request for Proposal document, and understand its full content and intent.
2. In compliance with your request for proposals dated _____, referenced above, we offer to (Supply goods) to cover and conform to our pricing listed per item in the attached Table below.

Item	Description of Service	Unit	Qty
1.	Consultancy on consultancy services to undertake environmental and social impact assessment (ESIA)	No.	1

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the (goods to be supplied) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFP Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision.
7. The validity period of our proposal is: **120** days from the time and date of the submission deadline (number to be same as in the instructions to Tenderers).
8. We confirm we are not submitting any other Proposal as an individual or firm, and we are not participating in any other Proposal as a Joint Venture member or as a sub-contractor.
9. We, along with any of our sub-contractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject

to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Proposal is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below.
12. We, the Tenderer, have completed fully and signed the FORM FOR DISCLOSURE OF INTEREST - interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Proposal. The warranty period offered is _____ weeks.

Proposal Authorized by:

Name and designation: _____ Signature:

SCHEDULE OF REQUIREMENTS

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

S/NO	NAME	TOTAL COST
1.	Please Quote for the Cost of Providing Consultancy on consultancy services to undertake environmental and social impact assessment (ESIA)	

Note that the cost shall include 0.03% of value of the signed contract for the Public Procurement Capacity Building Levy order, pursuant to Circular No.1/2024. This shall be exclusive of applicable taxes.

AMOUNT IN WORDS.....

.....

.....

.....

FORM FOR DISCLOSURE OF INTEREST

Interest of the Firm in the Procuring Entity

- i) Are there any person/persons in **NYASARE WATER SUPPLY AND SANITATION COMPANY LTD** who has/have an interest or relationship in this firm? Yes/No..... If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship Tenderer
1			
2			
3			

- ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Proposal has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the proposal of another tenderer, or influence the decisions of the Procuring Entity regarding this proposal process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the proposal.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Proposal Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Proposal document or specifications of the Contract, and/or the Proposal evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the proposal process and execution of the Contract?		

iii) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name: _____

Title or Designation: _____

(Signature) _____ (Date) _____

iv) CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying Letter of proposal to the _____ [Name of Procuring Entity] for: _____ [Name and number of proposals] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the proposal on behalf of the Tenderer;
4. For the purposes of this Certificate and the proposal, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a proposal in response to this request for proposals;
 - b) could potentially submit a proposal in response to this request for proposals based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for proposals, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a proposal; or
 - d) the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the proposal have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title _____ Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

v) SELF-DECLARATION FORM

We, the Tenderer (insert name) _____ submitting our Proposal in respect of Proposal No _____ for (insert proposal Title Description) _____ for (insert Name of Procuring Entity) _____ **DECLARE AS FOLLOWS:**

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above proposal:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above proposal as defined and/or described in the following:
 - i) the RFP for the above Proposal;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015 and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) Any such other Acts or Regulations of Government of Kenya;
- b) Have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of _____ (name of the procuring entity);
- c) Have not engaged/will not engage in any collusive or coercive practice with other tenderers participating in the subject proposal;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: _____ [Insert complete name of tenderer signing the proposal]

Name of the person duly authorized to sign the proposal on behalf of the Tenderer: _____ [Insert complete name of person duly authorized to sign the proposal]

Title of the person signing the Proposal: _____ [Insert complete title of the person signing the proposal]

Signature of the person named above: _____ [Insert signature of person whose name and capacity are shown above.]

vi) FOREIGN TENDERER 40% RULE

(N/A)

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

			Unit		Indicate YES/NO
1.	Consultancy on consultancy services to undertake environmental and social impact assessment (ESIA)	No.	1	As per the BQ.	

PART 3: CONTRACT

CONTRACT AGREEMENT

- (1) THIS CONTRACT AGREEMENT is made _____ (specify date). Between _____ [Insert complete name of Procuring Entity], and having its principal place of Business at _____ [Insert address of Procuring Entity] and _____ [Insert name of Supplier, or contractor or service provider], and having its principal place of business at _____ [Insert address of Supplier, contractor or service provider].
- (2) WHEREAS the Procuring Entity invited proposals for the Supply of Goods/works/services (select one) described in Table B, i.e. _____ [insert brief description of Goods, works and Services] and has accepted a Proposal by the Tenderer in the sum of _____ [insert Contract Price in words and figures] (hereinafter called "the Contract Price").
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
 - (b) Table B. PROPOSAL SUBMISSION TABLE
 - (c) FORM OF PROPOSAL
 - (d) Conditions of Contract
 2. In consideration of the payments to be made by the Procuring Entity to the Supplier/contractor/service provider as hereinafter mentioned, the Supplier/contractor/service provider hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (select one) in consideration of the provision of the Goods/works/services (select one) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed: _____

In the capacity of Managing Director, **NYASARE WATER SUPPLY AND SANITATION COMPANY LTD.**

In the presence of _____ Signature _____

For and on behalf of the Supplier/Contractor/Service Provider (select one)

Signed: _____ in the capacity of _____

in the presence of _____

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (select one) Provider and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier/Contractor/Service (select one) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (select one) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (select one) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (select one) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (select one) in its proposal.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (select one):

- (i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.

9. Inspections and Tests

The Supplier/Contractor/Service Provider (select one) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.