



REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICES
FOR
PREPARATION OF
KENYA URBAN ROADS AUTHORITY [KURA]
STRATEGIC PLAN [2018-2022]**

TENDER NO: KURA/RMLF/HQ/226/2017-2018

OCTOBER 2017

**GENERAL MANAGER (P&E)
KENYA URBAN ROADS AUTHORITY (KURA)
P.O. Box 41727-00100
NAIROBI**

**DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY (KURA)
P.O. Box 41727-00100
NAIROBI**

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SECTION A: - LETTER OF INVITATION

To _____ [date]

[Name and address of Consultant)

Dear Sir/Madam,

**RE: CONSULTANCY SERVICE FOR PREPARATION OF KENYA URBAN ROADS
AUTHORITY [KURA] STRATEGIC PLAN [2018-2022]**

The Kenya Urban Roads Authority invites proposals to provide the above consulting services:

More details on the Services are provided in the attached Request for Proposal.

The RFP includes the following documents:

- Section A – Letter of Invitation
- Section B – Information to Consultants
- Section C – Technical Proposal – Standard Forms
- Section D – Financial Proposal – Standard Forms
- Section E – Terms of Reference
- Section F – Standard Contract form
- List of Appendices

The following **MUST** be submitted together with the proposal:-

- a) Certified Copy of Certificate of Incorporation
- b) Tax Compliance and VAT Registration Certificates
- c) Curriculum Vitae (CV) of the Proposed Key Staff
- d) Certified Copies of Certificates and Testimonials of the Proposed Key Staff
- e) Current Work Load
- f) Litigation History

Please acknowledge, upon receipt:

- (a) That you have received the letter of invitation; and
- (b) Whether or not you intend to submit a proposal either alone or in association.

A pre-proposal conference will be on as per the tender notice

The deadline for submission of these proposals is as per the tender notice.

**Director General
Kenya Urban Roads Authority**

**IKM PLACE, Bishops Road
NAIROBI**

Alternatively, proposal documents may be deposited at the Tender Box located at 4th Floor IKM PLACE, Block B, 5th Ngong Avenue, Nairobi.

Opening of the proposals will take place immediately thereafter in the 3rd Floor Boardroom, IKM PLACE in the presence of consultants or their representatives who choose to attend.

Yours sincerely,

**Manager Procurement
FOR: Ag. DIRECTOR GENERAL**

SECTION B: INFORMATION TO CONSULTANTS

- 1. Introduction**
- 1.1 The Client named in Appendix “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in Appendix “A” for consulting services required for the assignment named in the said Appendix.
- The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in Appendix “A” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.3
- The Client may provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.4
- 2. Clarification and Amendment of RFP Document**
- 2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in Appendix “A”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who has shown intend to submit proposals by way of registration at the Authority’s Procurement Office and attendance of the Mandatory Pre-tender Conference.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be collected by all interested Consultants from the Clients Procurement Office. The Client may at his discretion extend the deadline for the submission of proposals.

3. **Preparation of Proposal**
- 3.1 The Consultants proposal shall be written in English language.
- Technical Proposal**
- 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.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- a. 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.
 - b. For assignments on a staff-time basis, the estimated number of professional staff-months shall comply with the period of completion of the assignment given in Appendix “A”. The proposal shall however be based on the number of professional staff- months estimated by the firm.
 - c. 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.
 - d. Proposed professional staff must as a minimum, have the experience indicated in Appendix “A”, preferably working under conditions similar to those prevailing in Kenya.
 - e. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
 - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - (iii) A description of the methodology and work plan for performing the assignment.
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs must be recently signed by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

Financial Proposal

- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 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.
- 3.7 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.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 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.
- 3.10 The Proposal must remain valid for 120 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 who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations 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.
- 4.2 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.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

5 Proposal Evaluation General

- 5.1 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 Appendix “A”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.3 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:-

| | Points |
|---|---------------|
| (i) Specific experience of the consultant related to the assignment | 10 |

| | | |
|------|---|-------------------|
| (ii) | Comments on the assignment and TOR | 10 |
| iii) | Adequacy of the proposed workplan and methodology in responding to the terms of reference | 30 |
| iv) | Qualifications and competence of the key staff for the assignment | 50 |
| | Total Points | <u>100</u> |

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 Appendix “A”.

Public Opening and Evaluation of Financial Proposals

- 5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend.
- 5.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 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.
- 5.8 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.
- 5.9 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in Appendix “A”, be as follows:-

$$S_f = 100 \times F_m / F$$
 where S_f is the financial score;
 F_m is the lowest priced financial proposal and
 F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix.

The combined technical and financial score, S , is calculated as follows: -
 $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 6. Negotiations**
- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 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.
- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 7. Award of Contract**
- 7.1 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.
- 7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 8. Confidentiality**
- 8.1 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.

APPENDIX “A”

Reference Clause

- 1.1 & 2.1 The name of the Client is:
Director General,
Kenya Urban Roads Authority
- 1.2 Technical and Financial Proposals are requested: *Yes*

A Technical Proposal only is requested: *No*

The name, objectives, and description of the assignment are:
**CONSULTANCY SERVICES FOR PREPARATION OF KENYA URBAN ROADS
AUTHORITY [KURA] STRATEGIC PLAN [2018-2022]**
-
- 1.3 A pre-proposal conference will be held: YES
- The name(s), address(es) and telephone numbers of the Client’s official (s) are:
- Director General
Kenya Urban Roads Authority
IKM PLACE, Bishops Road, 3rd Floor
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844**
- 1.4 The Client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:
- i). Unobstructed access to all sites and locations involved in carrying out the services
- 3.3 i) The consultant will be responsible for determining the number of professional staff months to be assigned for any activity.
ii) The duration required to complete the assignment is: **Four (4) months**
iii) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown hereunder:-
- | | <u>Years</u> |
|--------------------------------------|--------------|
| 1. Project Coordinator/Team Leader | 15 |
| 2. Transportation / Higways Engineer | 15 |

| | |
|-------------------------------------|----|
| 3. Institution Development Expert | 12 |
| 4. Legal Expert | 12 |
| 5. Monitoring and Evaluation Expert | 12 |
| 6. Human Resource Specialist | 12 |

3.4

i) Training is a specific component of this assignment: **YES**

The Consultant shall sponsor Six (6) KURA Staff members for Training at the Kenya School of Government, Mombasa on the following Courses:

1. Policy formulation, Implementation and Analysis;
2. Strategic Leadership Development Course;
3. Supervisory Skills Development Course;
4. Management Skills Development Course;
5. Executive Board Paper Writing;
6. Project Monitoring and Evaluation .

3.7

Taxes:

The Consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.

4.2

Consultants must submit 1 (One) original and 3 (*Three*) additional replica copies of each proposal.

4.3

The proposal submission address is:

**Director General
Kenya Urban Roads Authority
IKM PLACE, Bishops Road, 3rd Floor
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844**

The outer envelope shall also be clearly marked:

**CONSULTANCY SERVICE FOR PREPARATION OF KENYA URBAN
ROADS AUTHORITY [KURA] STRATEGIC PLAN [2018-2022]**

TENDER NO: KURA/RMLF/HQ/226/2017-2018

4.4

Proposals should be submitted not later than the following date and time:

as per the tender notice.

5.1

The address to send information to the Client is:

**Director General
Kenya Urban Roads Authority**

**IKM PLACE, Bishops Road,
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844**

- 5.3 The minimum technical score required to pass is 80%
- 5.9 Alternative formulae for determining the financial scores is the following: *None*
Weightings: T = 0.8 F = 0.2 (T- Technical F- Financial)
Selection Criteria shall be Quality and Cost Based (QCB)
- 7.2 Commencement of Assignment: Fourteen days after order to commence

APPENDIX “B”

EVALUATION GRID

CONSULTANCY SPECIFIC EXPERIENCE

- (a) Demonstration of Preparation of required Experience in Similar Work as indicated herein

- Firm’s Experience in preparation of Strategic Plans 10
- Firm’s Experience with Government Agencies / Parastatals 5
- Firm’s Experience in the Roads Sub Sector 5

Total Score for Consultancy Specific Experience 20

METHODOLOGY AND WORK PLAN

- Technical Approach and Methodology 15
- Activity Schedule / Work Plan 10
- Task Assignment and Personnel Schedule 5

Total Score for Methodology and Work Plan 30

KEY PERSONNEL

- Project Coordinator/Team Leader (Strategic Planning) 15
- Transportation / Highways Engineer 10
- Institution Development Expert 10
- Legal Expert 5
- Monitoring and Evaluation Expert 5
- Human Resource Specialist 5

Total Score for Key Personnel

50

SECTION C: TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i. Technical Proposal Submission Form.
- ii. Firm's Current Workload.
- iii. Firm's References.
- iv. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the Client.
- v. Description of the Methodology and Work Plan for Performing the Assignment.
- vi. Team Composition and Task Assignments.
- vii. Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- viii. Time Schedule for Professional Personnel.
- ix. Activity (work) Schedule.

(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____

[*Title of consulting services*] in accordance with your Request for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

[*Authorized Signature*]:

[*Name and Title of Signatory*]

[*Name of Firm*]

[*Address:*]

(ii). FIRM'S CURRENT WORKLOAD

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

| | | | |
|--|--|----------------------------------|--|
| Assignment Name: | Country | | |
| Location within Country: | Professional Staff provided by Your Firm/Entity(profiles): | | |
| Name of Client: | No. of Staff: | | |
| Address: | No of Staff-Months; Duration of Assignment: | | |
| Start Date (Month/Year): | Expected date of 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; _____

(iii). 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 (include attachments of letters from Client awarding the contract and confirming successful completion of projects).

| | | | |
|--|-------------------------------|---|--|
| Assignment Name: | | Country: | |
| Location within Country: | | Professional Staff provided by Your Firm/Entity(profiles): | |
| Name of Client: | | No. of Staff: | |
| 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: | | | |
| *Letter of Award: Ref. No.....Date:..... | | | |
| *Letter of Completion: Ref. No.....Date:..... | | | |

*** Attach Correspondences**

Firm's Name: _____

Name and title of signatory; _____

(iv) 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.

**(v) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

(vi) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

| Name | Position | Task |
|-------------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

2. Support Staff

| Name | Position | Task |
|-------------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |

(vii). 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.

[Signature of staff member] Date: _____

[Signature of authorized representative of the firm] Date: _____

Full name of staff member: _____

Full name of authorized representative: _____

(viii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| Name | Position | Reports Due/ Activities | 1 | 2 | 3 | 4 | Number of months |
|------|----------|----------------------------|---|---|---|---|------------------|
| | | | | | | | |

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(ix). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[M1, M2, M3, and M4 are months from the start to end of the assignment)

| | M1 | M2 | M3 | M4 |
|-----------------|----|----|----|----|
| Activity (Work) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(b). Completion and Submission of Reports

| Reports | Date |
|---|------|
| 1. Inception Report | |
| 2. Preliminary Strategic Plan Report | |
| 3. Comprehensive Report of the Current Strategic Plan | |
| 4. Draft Final Strategic Plan Report | |
| 5. Final Strategic Plan Report | |

SECTION D: FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal Submission Form.
- ii) Summary of Costs.
- iii) Breakdown of Price per Activity.
- iv) Breakdown of Remuneration per Activity.
- v) Reimbursable per Activity.
- vi) Miscellaneous Expenses.

(i) **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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

(v). REIMBURSABLES PER ACTIVITY

Activity No: _____ **Activity Name:** _____

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

(vi) 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. | Miscellaneous | | | | |
| 5 | Grand Total | | | | _____ |

SECTION E: TERMS OF REFERENCE AND SCOPE OF SERVICE

CONSULTANCY SERVICE FOR PREPARATION OF KENYA URBAN ROADS AUTHORITY [KURA] STRATEGIC PLAN [2018-2022]

1.0 BACKGROUND

The Kenya Urban Roads Authority (KURA) is responsible for the management, development, rehabilitation and maintenance of public roads within urban areas.

For the purposes of discharging its responsibility, KURA has the following functions and duties as outlined under the Kenya Roads Act 2007:-

1. Construction, rehabilitating, upgrading and maintaining urban roads;
2. Controlling reserves for urban roads and access to roadside developments.
3. Monitoring and evaluating the use of urban roads.
4. In collaboration with the Ministry responsible for transport and Police Department, overseeing the management of traffic on urban roads and issues related to road safety.
5. Preparing the road work programmes for urban roads.
6. Ensuring adherence by motorists to the rules and guidelines on axle road control prescribed under the Traffic Act or any regulations under this Act.
7. Ensuring that the quality of road works is in accordance with such standards as may be defined by the Minister.
8. Implementing policies in relation to urban roads.
9. Planning the development and maintenance of urban roads.
10. Liaising and co-coordinating with other Authorities in planning and operations in respect of roads.
11. Collecting and collating all such data related to the use of urban roads as may be necessary for efficient forward planning.
12. Advising the Minister on all issues relating to urban roads, and
13. Performing such other functions related to urban roads as may be directed by the Minister.

1.1 KURA's Administrative Structure

KURA is managed by a Board of Directors which consists of the following:-

1. A Non-Executive Chairman appointed by the President; The Principal Secretary in charge of Infrastructure, Ministry of Transport, Infrastructure, Housing and Urban Development;
2. The Principal Secretary for Ministry of Finance;
3. The Principal Secretary for Ministry of Local Government;
4. The Director-General who is an ex-official member;

5. 5 (five) other persons who are not members of the Public Service appointed by the Minister by virtue of their knowledge or experience in highway engineering; surveying; urban and regional planning, transport economics or farming; and
6. A member of an association for the time being recognized by the government as representing the interests of Local Government Authorities (ALGAK).

KURA has the following departments:

Departments

- (i) Design and Construction;
- (ii) Maintenance;
- (iii) Planning and Environment;
- (iv) Finance and Administration (*Human Resources and Administration, Information Communication Technology*);
- (v) Procurement
- (vi) Internal Audit;
- (vii) Legal
- (viii) Corporate Affairs; and
- (ix) Special Projects.

2.0 AIM AND OBJECTIVES

- 2.1 The aim of developing the Strategic Plan is to provide a road map and strategic direction for KURA for the period 2018 to 2022 based on the Authority's existing resources and capabilities in order to facilitate the achievement of its mandate and responsibilities.
- 2.2 KURA intends to engage the services of a competent consultancy firm to guide the Authority in the review of its performance during the period of the current Strategic Plan and in the development of a new five year Strategic plan and a Business Plan for the Authority.
- 2.3 The specific objective of the Consultancy is to develop the Kenya Urban Roads Authority Strategic Plan (2018/19 – 2022/23). The Consultant shall review KURA's performance in the current plan period (2012/13 – 2017/18) and prepare an end of term review report for KURA 2013 – 2018 Strategic Plan highlighting challenges experienced, lessons learnt, gaps witnessed and changes in operational environment among other strategic factors and utilize the information to Prepare the new 5-year Strategic Plan for the Authority.
- 2.4 The Plan is expected to guide the Authority in aligning its operations to the factors in play in the dynamic operational environment and the overall Government Development Agenda, as articulated in Kenya Vision 2030, the 3rd Medium-Term Plan (2018-2022) of the Kenya Vision 2030, Ministry of Transport, Infrastructure, Housing and Urban Development

Strategic Plan, the Road Sector Investment Plan 2010 – 2024 and the Constitution of Kenya 2010, amongst other relevant Policy Documents.

2.5 It is in view of the above, that prospective consultancy firms are invited to submit Technical and Financial proposals for undertaking the assignment.

3.0 TASKS

3.1 General

- 3.1.1 The Consultant shall perform all tasks necessary as per these Terms of Reference including coordinating stakeholders meetings; round table discussions with the KURA Board of Directors, Management Team, Regional Managers and select staff; all technical studies; field investigations and related services in order to develop a road map, plans and programs and communicate the Authority's strategies for the period 2018/19 to 2022/23. In carrying out the assignment, the Consultant shall cooperate fully with the concerned agencies of the Government of Kenya. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in the Terms of Reference.
- 3.1.2 The overall responsibility for administrative and coordination of the exercise rests within the Kenya Urban Roads Authority. The execution of the study will be the direct responsibility of the General Manager, Planning and Environment.
- 3.1.3 In the conduct of his work, the Consultant shall cooperate fully with the Planning and Environment Department of KURA, and all relevant Government Department and Agencies. KURA will provide the Consultant with the data services outlined herein. However, the Consultant shall be responsible for the analysis and interpretation of all data received, and the conclusions and recommendations in his reports and outputs.
- 3.1.4 As the exercise progresses, the Consultant shall maintain close liaison with relevant Government agencies and shall submit for approval from time to time, according to the work programme, draft Strategic Plan prior to proceeding with the production of Final Strategic Plan.

3.2 Detailed Scope of works

In development of the Strategic Plan, the consultant shall undertake the following tasks among others:-

- 3.2.1 Hold initial meetings with the top management of the Authority with a view to articulating the Consultant's understanding of the Mandate and scope of business of Kenya Urban Roads Authority, and the Methodology and Work Plan for undertaking the assignment;
- 3.2.2 Undertake a background study on;
 - a. The Implications of the Kenya's development challenges to KURA including global, regional, local and internal challenges.
 - b. The role of KURA in National Development Agenda, The New Constitution, Vision 2030 and other relevant policies.
- 3.2.3 Undertake review of relevant literature with a view to providing informed Technical Guidance during the process;
- 3.2.4 Prepare for Strategic Planning workshop for the Board and three other KURA Staff in close consultation with the Top Management on agenda, process and approach to be used, facilitate Strategic Planning Workshop with the aim of providing induction of participants into the most important aspects of Strategic Planning to allow effective and productive contribution to the process; and to discuss and agree on the integral ingredients of the Draft Strategic Plan. The workshop shall be carried out in two parts (Part I for the Induction and expectations and Part II for Presentation of Draft Final Plan). The total number of days for the two workshops shall be four (4) with each workshop taking two (2) days and be held preferably in Naivasha at a conference facility befitting board status. The Consultant will cater for the cost of the workshop including accommodation, which shall be catered for in the Financial Proposal.
- 3.2.5 Undertake a situation analysis (SWOT analysis) for KURA, identifying the achievements, strengths, opportunities and threats, challenges, lessons learnt; carry out gap analysis, risk and stakeholder analyses and prescribed ways, mitigation measures and approaches to overcome threats, challenges and weakness;

- 3.2.6 Undertake a stakeholder’s analysis of the political, economic, social, technical, environment and legal (PESTEL) issues affecting the Authority;
- 3.2.7 Determine the Key Success Factors for the Authority;
- 3.2.8 Document and submit a report on assessment of the level of implementation and achievement of the current (2013 – 2017) Strategic Plan;
- 3.2.9 Facilitate the Review of Vision, Mission, and Core Values of the Authority;
- 3.2.10 Assist in review of strategic objectives for the Authority. Determine the Strategic Themes and the strategic issues that need to be addressed in each Thematic area, develop the Strategic Objectives, articulate the Strategies and determine the Activities to be undertaken or programmes to be implemented, amongst others;
- 3.2.11 Assist the Authority in developing a comprehensive “roadmap” setting the strategic direction and pace of KURA’s work over the next 5 year and beyond in a coordinated and focused manner and come- up with a Strategic Plan;
- 3.2.12 Facilitate the Goal Setting, Programme Selection, and Identification of the Projected Cost and Benefits of the proposed programs and projects and prioritization process;
- 3.2.13 Clearly outline the Core and Non-core Business of the Authority;
- 3.2.14 Broadly review the Organization Structure for the Authority and align it to the desired strategic direction to facilitate successful implementation of the Strategic Plan;
- 3.2.15 Assist the Authority in identifying limited and manageable number of priorities based on cost and benefit analysis;
- 3.2.16 Determine the possible sources of finance and the resource mobilization strategies to be deployed;
- 3.2.17 Assist in the preparation of the budget for the proposed activities;
- 3.2.18 Work with the Authority in developing the strategic plan for the period 2018/19- 2022/23 and facilitate the vetting process of the plan to ensure the following;
 - (a) The Strategic plan is viable, cost –effective and fit within the mandate of the Authority as spelled out in the Kenya Roads Act, 2007 and the New Constitution.
 - (b) The Strategic plan is organized into short, medium and long term goals in line with the relevant Ministries’ plans and Vision 2030.

- (c) The Strategic Plan is based on realistic assessment of the Authority's existing and potential financial, human, and infrastructural resources, which can safely be assumed to be provided.
- (d) The Strategic Plan is organized into an action- plan and work –plans with clearly defined roles and responsibilities, strong monitoring and evaluation plan, and realistic resource mobilization plan.
- (e) The Strategic Plan is SMART: sustainable, measurable, achievable, realistic and time bound.

3.2.19 Work with the Authority to develop strategic model and result based Corporate Implementation Matrix/ logical framework for the Strategic Plan with clear time frames, expected outputs, performance indicators and clear annual Targets to help focus the Authority's energy on achieving the strategic plan;

3.2.20 Develop an effective Monitoring and Evaluation framework;

3.2.21 Determine the key indicators to be used to monitor the performance of the Authority, both internally and externally;

3.2.22 Share and discuss the developed draft Strategic Plan with the Authority with a view to eliciting technical comments that can be used to add value to the Draft Plan;

3.2.23 Facilitate a Stakeholders' Workshop for purposes of validation of the Plan;

3.2.24 Prepare the Authority's Strategic Plan for the period 2018/19- 2022/23 based on, the outcome of the above. The document shall be a reflection of a process owned and led by the Authority itself, with the support and facilitation of the consultant.

4.0 EXPECTED OUTPUT

The expected output of this consultancy includes four reports, namely: Inception Report, Preliminary, Draft and Final Strategic Plan Reports to be delivered to the Employer as follows:-

(i) *Inception Report*

- Objectives and goals of the assignment
- Inventory and Analysis report of information and data collected
- Detailed approach and Methodology for executing the assignment
- Validated Work plan for carrying out the assignment
- Detailed report on achievements of the current Strategic Plan

(ii) Preliminary Strategic Plan Report

Elaborating the agreed upon recommendations of the Inception Report and undertaking the situational analysis.

(iii) Comprehensive report of the current Strategic Plan

Review the achievements made with regard to the current strategic plan objectives and recommendations.

(iv) Draft Final Strategic Plan Report

Draft Strategic Plan outlining the elaborate chapters as per the Ministry of National Planning guidelines.

(v) Final Strategic Plan Report

Final Strategic Plan with inputs from stakeholders and Management of the Authority.

The above report shall be submitted to:-

**Director General
Kenya Urban Roads Authority
IKM Place, 5th Ngong Avenue
P. O. Box 41727-00100
NAIROBI KENYA**

5.0 REPORTING

5.1 Submission of Reports

5.1.1 The Consultancy firm will in the first instance report to the Director General, who is responsible for overseeing and coordinating the Consultant's inputs. Day to day coordination of the process shall be undertaken by the General Manager, Planning and Environment of KURA. All reports produced by the Consultant are subject to review and endorsement by relevant Authority Management team/committee.

5.2 Time schedule

5.2.1 The effective date of the Contract shall be the date on which the Consultancy agreement shall be signed by the Client.

5.2.2 Reports

Inception report

Preliminary report

Draft Strategic Plan

Final Strategic Plan

Time Frame (w=date of commencement)

W+4 weeks

W+8 weeks

W+12weeks

W+16 weeks

6.0 DURATION OF THE CONSULTANCY

The exercise will be carried out strictly within **Four [4] Months** from the date of commencement of the contract. The Consultant should clearly express his willingness and ability to work within that

period. The Consultant shall commence the assignment with 14 calendar days after order to commence is issued.

7.0 COMPETENCE AND EXPERTISE REQUIREMENTS

The Consultancy firm should have proven experience in offering similar services. Specifically, firms familiar with Vision 2030 strategy development will have an added advantage on this assignment. Previous experience with organizations under performance Contracting and having a management system in place will be a distinct advantage. A clear demonstration of understanding of Kenya Constitution 2010 is also an added advantage.

A detailed profile along with the curriculum vitae (CV) of the key staff to be involved in the assignment should be submitted. The firm will be required to provide details of organizations including Government Agencies and/or State Corporations for which they have/are providing consultancy.

In addition, the firm must have wide consulting experience in Strategic Planning with a bias on the Public Sector Reforms and demonstrate successful completion of similar assignments or those of comparable scale. The key staff to be engaged by the Consultants should have the following qualifications and experience:-

PROFESSIONAL STAFF

a) Project Coordinator/Team Leader

- Master's degree in Strategic Management, Public Administration, Organizational Development, Business Administration or related field. A PhD in the aforementioned fields will be an added advantage.
- Must have a general experience of 15 years and a minimum of 8 years' experience on Public Service Reform assignments, organizational design and development or related assignments.
- Working experience in leadership position in private or public institutions consultancies.
- Demonstrated experience in the design and implementation of performance management and assessment tools.

b) Transportation / Highways Engineer

- Master's degree in Civil Engineering (Transportation Engineering). A PhD in the aforementioned field will be an added advantage.
- Registered by the EBK and IEK.
- Must have a minimum of Fifteen (15) years general experience, and Ten (10) years' post registration experience in the roads sub sector. Experience in road sector reforms will be an added advantage
- Working experience in leadership position in private or public institutions consultancies.

c) Institution Development Expert

- Bachelor's Degree in Governance or Public administration/ Policy or Project management or equivalent with a minimum general experience of 10 years and a minimum of 5 years' experience in institutional development. A Master's Degree in the aforementioned fields will be an added advantage.
- Proven expertise and experience in institutional review of public institutions in East Africa;
- Proven knowledge of policy development and guidance;
- Analytical skills and experience in diagnostic/analytical studies of organizations benchmarking and comparative analysis;
- Experience on planning and introduction of performance-related assessment;
- Experience in drawing up internal and external communication strategies;

d) Legal Expert

- The legal Expert shall be a qualified and competent person with extensive experience in preparing Strategic and Business Plans for organizations in the infrastructure field.
- He/she must possess a Bachelor's degree in Law from a recognized University and must be an advocate of the High Court of Kenya with a valid practicing license.
- Must have a minimum of Ten (10) years post-qualification experience and Five (5) years specific professional experience in Business Administration and Strategic Management, having successfully carried out at least two (2) other similar assignments (preparing strategic plans for organizations preferably in the infrastructure sector) in the last ten (10) years in the same capacity.

• He/she must have:-
Knowledge of concepts, techniques and practices of Management; Administration, Strategic Management, Corporate Governance;

- An appreciation of the Government of Kenya road sub-sector structure;
- Exposure to management practices in the Public Sector shall be an added advantage; and,
- Good oral and written communication and excellent interpersonal skills is essential

e) Monitoring & Evaluation Expert

- Monitoring and Evaluation Expert shall be a qualified and competent person with extensive experience evaluation and monitoring of infrastructure programs and in preparing Strategic Plans.
- Must possess a Bachelor's degree in Monitoring and Evaluation/Project Management or equivalent from a recognized University with at least Ten (10) years post-qualification experience and Five (5) years specific professional experience in Business Administration and Strategic Management, having successfully carried out at least two (2) other similar assignments (i.e. preparation of M&E framework and performance review of Strategic Plans for organizations preferably in the infrastructure sector) in the last ten (10) years in the same capacity.
- He/she must have:-
 - Knowledge of concepts, techniques and practices of Management; Administration, Strategic Management, Corporate Governance;
 - An appreciation of the Government of Kenya road sub-sector structure;
 - Exposure to management practices in the Public Sector shall be an added advantage; and,
 - Good oral and written communication and excellent interpersonal skills

f) Human Resource Specialist

- Degree in Human Resource Management, Public Administration, Organizational Development, Business Administration or related field.
- A minimum of 5 years' experience in Public Service Reform assignments, organizational design and development or related assignments.
- Working experience in leadership positions in private or public institutions.
- Demonstrated experience in the design and implementation of performance management and assessment tools.

8.0 TERMS OF PAYMENT

Payment of the Consultancy services to be provided will be made in accordance with the agreed schedule of man-months of Consultant's personnel time inputs at the agreed rates, the itemized

schedule of reimbursable expenses, and in accordance with the Terms and Conditions of the Contract Agreement with the Kenya Urban Roads Authority.

9.0 DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Kenya Urban Roads Authority will make available to the Consultant, all documents relevant to the project

The Authority will, if required, assist the Consultant in obtaining visas, work permits, and other formalities for all Consultant personnel entering or leaving Kenya for the purpose of carrying out the services.

10.0 INFORMATION TO THE TENDERERS

10.1 Financial Stipulations

The Consultant shall prepare and submit his financial proposal in Kenya Shillings only. All rates presented in the financial proposal for the assignment shall be considered fixed until the end of the services.

The contract agreement shall be concluded on the basis of the standard Government of Kenya agreement. The Consultant will have to prepare his offer under the assumption that his expatriate staff, the importation of vehicles, equipment and material will not be exempted from taxes, duties, levies, and other charges required by the law of the Employer in connection with;

- payment to the consultant or to his staff in connection with the performance of the services;
- services performed by the consultant or his staff in connection with the fulfilment of their tasks;
- equipment, materials, and supplies necessary for the performance of the services, including motor vehicles and personal belongings of the foreign staff that are brought into the country of the Employer and shipped out after completion of the services or that have been destroyed in the course of the performance of the services.

The Employer shall not refund to the Consultant any amounts paid for the above purposes. The Consultant shall assume, for the preparation of his financial proposal that payments will be made as per the payment schedule.

11.0 OBLIGATIONS OF THE AUTHORITY AND THE CONSULTANT

Authority's Obligations

i) Documents and Reports

The Authority shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase of maps, manuals and other documents. **The following documents may on request be supplied by the Authority to the Consultant:-**

- (a) A copy of the Authority's current Strategic Plan (2013-2017);

- (b) A copy of Authority's Service Charter;
- (c) A copy of Kenya Vision 2030 document;
- (d) 2nd Term Medium Plan (MTP) - (2012-2017) and Draft or otherwise approved MTP III (2018 – 2023);
- (e) A copy of Kenya Roads Act 2007;
- (f) A copy of Roads 2000 Strategic Plan;
- (g) A copy of Roads Sector Investment Plan (RSIP);
- (h) A copy of Economic Survey 2008 Report;
- (i) A copy of Economic Recovery Strategy for Wealth & Employment Creation (2003 - 2007);
- (j) Sessional Paper No.5 of 2006; and
- (k) Any other relevant document as may be required to facilitate the study.

ii) Liaison

The Authority will:

- (a) ensure free access to all sites and locations connected with the execution of the study;
- (b) provide the Consultant with all documents, data, any existing photographs and other information pertaining to the study that are available at the Authority; and
- (c) Provide, at their option, counterpart personnel for on-the-job training with the Consultant.
- (d) Provide the Consultant with any assistance as the Consultant may be entitled to in accordance with the Terms of Reference

The Authority shall if necessary, provide liaison with other Ministries and Departments in the duration of the contract. The Consultant shall be fully responsible for collecting data and information from these agencies, including paying where necessary.

iii) Correspondence

The Authority shall ensure that correspondence exchange in respect of the implementation of the study is treated promptly by the agencies in order to avoid any delay.

Consultant's Obligations

- i) All information, data and reports obtained from the Government agencies and departments in the execution of the services of the Consultant shall be properly reviewed and analysed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data, and reports shall be treated as confidential and returned to the Government upon completion of the assignment.
- ii) The Consultant shall be responsible for arranging all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, secretarial services, related to the performance of the works.
- iii) The Consultant shall be responsible for the printing of all reports.
- iv) If required, the Consultant shall provide a training plan for any counterpart personnel as approved by the Client.
- v) All reports and documents relevant to the assignment, computer programs and electronic data, etc. shall become the property of the Authority. The Consultant shall provide the originals of the documents in both soft and hard copies.

Taxes and Duties

The Consultant shall be liable to pay all duties and taxes in connection with this assignment payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

12. MODALITY OF PAYMENT OF FEES

12.1 Payment of Fees

- i) The Consultant's fee shall be fixed for all phases of the study covering all expenses and payment in foreign and local currencies.
- ii) The methods of payment of fees shall be as detailed in the proposed contract format attached to the letter of invitation for submission of proposals.

12.2 Payment Schedule

Payments shall be in accordance with the following schedule:

Inception Report

20% on presentation of the Inception Report and its acceptance by the Client.

Preliminary Strategic Plan Report

30% on presentation of the Preliminary Strategic Plan Report and its acceptance by the Client.

Draft Final Strategic Plan Report

30% on presentation of Draft Final Strategic Plan Report and its acceptance by the Client.

Final Strategic Plan Report

20% on approval of the Final Strategic Plan Report after validation in a stakeholders' workshop and its acceptance by the Client.

Note that the percentage spread for Payments shall be less Contingencies Reimbursable Amounts.

*[full name 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]_____

SECTION F: STANDARD FORM OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

1. GENERAL PROVISIONS

1.1 Definitions

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

“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;

“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;

“Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;

“Foreign Currency” means any currency other than the Kenya Shilling;

“GC” means these General Conditions of Contract;

“Government” means the Government of the Republic of Kenya;

“Local Currency” means the Kenya Shilling;

“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;

“Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

“Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

“Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

“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 Contract** This Contract, its meaning and interpretation and the the Contract 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 Authorised Representative** 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 fourteen (14) 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 judgment 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 anything 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

- 2.6.3 Payment upon Termination**
- (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.
- 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:
- (c) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (d) 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.

3.2 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 Sub-consultant 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 sub-consultant[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 sub-consultant [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 sub-consultant[s] to take out and maintain, at his (or the sub-consultants’, 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 Sub-consultants”).
- 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** (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

| | |
|--|---|
| Removal and/or Replacement of Personnel | <p>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.</p> <p>(b) If the Client finds that any of the Personnel have:-</p> <p>(i) committed serious misconduct or have been charged with having committed a criminal action, or</p> <p>(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.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |
| 5. OBLIGATIONS OF THE CLIENT | |
| 5.1 Assistance and Exemptions | <p>The Client shall use his best efforts to ensure that provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.</p> |
| 5.2 Change in the Applicable Law | <p>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.</p> |
| 5.3 Services and Facilities | <p>The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.</p> |
| 6. PAYMENTS TO THE CONSULTANT | |
| 6.1 Lump-Sum Remuneration | <p>The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' 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.</p> |
| 6.2 Contract Price | <p>(a) The price payable in foreign currency is set forth in the SC.</p> <p>(b) The price payable in local currency is set forth in the SC.</p> |
| 6.3 Payment for Additional Services | <p>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.</p> |
| 6.4 Terms and Conditions of Payment | <p>Payments will be made to the account of the Consultant and according to the payment schedule stated in the "Special Conditions of Contract".</p> |
| 6.5 | |

**Interest on Dealayed
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 ninety (90) 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.

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.

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]. <i>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</i> |
| 2.2 | The date for the commencement of Services is _____ [date] |
| 2.3 | The period shall be _____ 4 (Four) Months _____ [length of time]. <i>Note: Fill in the period, e.g., four (4) months or such other period as the Parties may agree in writing.</i> |
| 2.4 | The Consultant shall sign a Service Level Agreement with the Client which shall quantify the minimum acceptable service to the Client and the Consultant's performance will be assessed every quarterly during the implementation of the Contract. The format of the Service Level Agreement is attached in Appendix K of this RFP. |

3.1 Notwithstanding Clause 3.1 of the GC:-
i) The consultant shall be held responsible for the accuracy of the data up to the time of implementation.

3.4 The risks and coverage shall be:

- i. Professional Liability: **Full amount of this Contract**
- ii. Loss of or damage to equipment and property: **KShs 5,000,000**
- iii. Third party Liability: **KShs 5,000,000**
- iv. Third party motor vehicle insurance: **KShs 2,000,000**
- v. Employer's Liability and workers compensation: **KShs 5,000,000**

4.1 *All the proposed/approved key staff must be present during presentation of the findings to the client.*

6.2(a) The amount in foreign currency or currencies: **Nil**

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

Payments shall be made according to the following schedule:

Twenty (20) percent of the Contract Price shall be paid upon presentation of the Inception Report and its acceptance by the Client. .

Thirty (30) percent of the Contract Price shall be paid upon presentation of the Preliminary Strategic Plan Report and its acceptance by the Client.

Thirty (30) percent on presentation of Draft Final Strategic Plan Report and its acceptance by the Client.

Twenty (20) percent on approval of the Final Strategic Plan Report after validation in a stakeholder's workshop and its acceptance by the Client.

Note that the percentage spread for Payments shall be less Contingencies Reimbursable Amounts.

Payments in Ksh shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Form. Part 1 - General:

Business name.....

Location of business premises.....

Plot No.Street/Road

Postal Address..... Tel No. Email address

..... Nature of business.....

Current Trade Licence No.Expiring date

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

Age.....

NationalityCountry of origin

*Citizenship details

..... Part 2(b) -

Partnership:

Give details of partners as follows:

| Name | Nationality | Citizenship Details• | Shares |
|------|-------------|----------------------|--------|
|------|-------------|----------------------|--------|

| | | | |
|---------|--|--|--|
| 1. | | | |
|---------|--|--|--|

2.

3. Part

2(c) - Registered Company:

Private or Public

.....

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

| Name | Nationality | Citizenship Details• | Shares |
|------|-------------|----------------------|--------|
|------|-------------|----------------------|--------|

1.

2.

3.

Attach proof of citizenship (Compulsory)

- *Attach certified copy of Form CR12 & IDs (Compulsory)*

I certify that the information given above is correct.

.....
Date Signature of Bidder

Part 3: Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority (KURA) who has interest in this firm? Yes /No**

I certify that the information given above is correct.

.....
Date Signature of Bidder

** Delete as necessary

FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....

..... (Name of Bidder's Representative in block letters)

.....

..... (Address of Bidder's Representative)

.....

..... (Signature of Bidder's Representative)

Alternate:

.....

..... (Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

..... (Signature of Bidder's Representative)

*To be filled by all Bidders.

*Both representative and alternate **must** attach certified copies of National Identification card or Passport.

ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of Post Office Box declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No.

..... for or in the subsequent performance of the contract if I/We am/are successful.

Signed by C.E.O. or Authorized

Representative. Name

Designation.....

Signature.....

Date.....

In case of sub-contracting

Signed by CEO of the firm to be subcontracted

Name.....

Designation.....

Signature.....

Date.....

IV. LIST OF APPENDICES

- APPENDIX A: TERMS OF REFERENCE (to be inserted)
- APPENDIX B: COMMENTS ON TERMS OF REFERENCE (to be inserted)
- Appendix C: DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT (to be inserted)
- APPENDIX D: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be inserted)
- APPENDIX E: TEAM COMPOSITION AND TASK ASSIGNMENTS (to be inserted)
- APPENDIX F: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (to be inserted)
- APPENDIX G: ACTIVITY (WORKPLAN) SCHEDULE (to be inserted)
- APPENDIX H: BREAKDOWN OF CONTRACT PRICE IN KSHS (to be inserted)
- APPENDIX I: OTHER SUBMISSIONS
- Technical proposal submission form*
Firm's References
Financial proposal submission form
- APPENDIX J: THE REQUEST FOR PROPOSALS (to be inserted)
- APPENDIX K: SERVICE LEVEL AGREEMENT BETWEEN KENYA URBAN ROADS AUTHORITY & CONSULTANT (To be inserted as an Annex in the Contract Agreement)