



KENYA URBAN ROADS AUTHORITY

Efficient and safe urban roads

IKM PLACE, Bishops Road, Tel: 254-020-8013844

Email: info@kura.go.ke Web: www.kura.go.ke

P.O. Box 41727-00100, GPO, NAIROBI

REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF CONSULTANCY SERVICES OF TECHNICAL AUDITORS

TENDER NO. KURA/RMLF/HQ/276/2017-2018

FEBRUARY, 2018

**DIRECTORATE OF AUDIT SERVICES
KENYA URBAN ROADS AUTHORITY
P. O. BOX 41727 – 00100
NAIROBI**

**DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY
P. O. BOX 41727 – 00100
NAIROBI**

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SECTION I ~ INVITATION



KENYA URBAN ROADS AUTHORITY *Efficient and safe urban roads*

REQUEST FOR PROPOSAL

The Kenya Urban Roads Authority (KURA) is a State Corporation established under the Ministry Transport, Infrastructure, and Housing & Urban Development with the core mandate of Management, Development, Rehabilitation and Maintenance of National Urban Road Network. In order to effectively and efficiently deliver its mandate, the Authority invites eligible and competent candidates for the following consultancy:

S/NO	TENDER NO:	TENDER NAME	ELIGIBILITY	CLOSING/OPENING DATE
1	KURA/RMLF/HQ/276/2017-2018	Procurement of Consultancy services of Technical Auditors	OPEN	22 nd February, 2018 at 10.00am.

Bidders may examine and obtain detailed tender documents during normal working hours, from the Supply Chain Management Department at Headquarters, situated along 4th Floor IKM Place 5th Ngong Avenue Opposite Bishops Gate upon payment of a non-refundable fee of **Kshs. 1,000** (Kenya Shillings One Thousand Only) for each document in form of a **Bankers Cheque** payable to the Kenya Urban Roads Authority. The same information may be accessed in our website at www.kura.go.ke/tenders. **Bidders who will have purchased documents will be required to attach a copy of an official receipt as proof of payment. For those who will download the document, they will be required to provide their details by registering at the procurement office before submitting the documents.**

Consultants Profile/ Expertise Required

1. Possess a degree in Civil Engineering or related Engineering field from a recognized University.
2. The Consultant should be a Registered Engineer with at least 6 years of Post-Registration experience.
3. Demonstrated experience in designing, Construction and knowledge of Materials in major Roads Construction Projects.
4. The consultant should be familiar with procedures relating to management of Government of Kenya projects, World Bank, European Union, African Development Bank and JICA among other donor funded projects.
5. Experience in dealing with Social and Environmental Management issues for projects will be an added advantage.
6. Have experience in Auditing or Quality Assessment of Roads Construction or Maintenance, or other infrastructure projects.

The criteria of evaluation of bids

The criteria shall be as described in the tender document.

Description of service

The description and scope of the services to be rendered is as described in the tender document.

Prices quoted should include all taxes and must be expressed in Kenya Shillings and shall remain valid for a period of **90 days** from the date of tender opening.

Completed tender documents enclosed in separate plain sealed envelopes and clearly marked with the respective Tender Number and Tender Name should be addressed and sent to:

Director General
Kenya Urban Roads Authority
IKM PLACE, 5th Ngong Avenue, Opposite Bishops Gate, 3rd Floor
P. O. Box 41727 - 00100, GPO, NAIROBI
Tel: 254 - 020 - 8013844

Or

be deposited in the Tender Box Situated on 4th Floor IKM Place 5th Ngong Avenue Opposite Bishops Gate so as to be received on or before **22nd February, 2018 at 10.00am.**

Tenders will be opened immediately thereafter in the Region Boardroom in the presence of tenderers or their representatives who choose to attend. Late bids will not be accepted.

Deputy Director-Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II - INFORMATION TO CONSULTANTS

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2.1 Introduction

- 2.1.1 The **Kenya Urban Roads Authority** will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for **technical audit services**.
- 2.1.3 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with **Kenya Urban Roads Authority** regarding any information that they may require before submitting a proposal.
- 2.1.4 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.5 The cost of preparing the proposal and negotiating the contract including any visit to **Kenya Urban Roads Authority** are not reimbursable as a direct cost of the assignment. The Kenya Urban Roads Authority is not bound to accept any of the proposals submitted.
- 2.1.6 **Kenya Urban Roads Authority** employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to **Kenya Urban Roads Authority** address indicated in the special conditions of contract. The Kenya Urban Roads Authority will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, **Kenya Urban Roads Authority** may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. **Kenya Urban Roads Authority** may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the **Kenya Urban Roads Authority** not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The Kenya Urban Roads Authority shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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

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

2.3.4 The Technical proposal shall provide the following information;

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

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

2.4 Financial proposal

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

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

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

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

2.5 Submission, Receipt and opening of proposals

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

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

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

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the Kenya Urban Roads Authority on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the Kenya Urban Roads Authority to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

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

- 2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the Kenya Urban Roads Authority shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the Kenya Urban Roads Authority shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the Kenya Urban Roads Authority for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.8.2 The financial proposals shall be opened by the Kenya Urban Roads Authority in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.
- 2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times \frac{fm}{f}$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

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

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the Kenya Urban Roads Authority and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

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

2.10 Award of Contract

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

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

2.11 Confidentiality

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

SECTION III - TERMS OF REFERENCE (TOR)

Notes on the preparation of Terms of Reference

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the Kenya Urban Roads Authority and
- (g) Terms of payment

(Specific TOR to be prepared by the Kenya Urban Roads Authority as appropriate)

TECHNICAL AUDIT – TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The Government of the Republic of Kenya (GoK) has earmarked funds through the RMLF Vote for use in engaging the services of individual Consultants to assist the Kenya Urban Roads Authority in ~~the~~ performing Technical Audits of Road Construction projects at the KURA Head Quarters and its ten (10) Regions spread across the country. The Consultant will work in conjunction with the KURA Directorate of Audit Services.

The Government of Kenya, through its implementing agency, KURA requires the Consultant to render all technical support services which may be deemed relevant to the above services. The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR).

The mandate of KURA is management, development, rehabilitation and maintenance of public roads within urban areas comprising Cities, County Head Quarters and other urban centres which were formally known as Municipalities.

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

- Planning the development and maintenance of public urban roads;
- Constructing, upgrading, rehabilitating and maintaining public urban roads;
- The control of public urban roads and road reserves and control of access to road side developments;
- The implementation of roads policies in relation to public urban roads;
- Ensuring adherence by motorists to the rules and guidelines on axle load control prescribed under the Traffic Act and under any regulations under the Kenya Roads Act, 2007;
- Ensuring the quality of road works is in accordance with such standards as may be defined by the Minister for Transport, Infrastructure Housing and Urban Development;
- In collaboration with the Police Department, overseeing the management of traffic and road safety on public urban roads;
- Monitoring and evaluating the use of public urban roads;
- Collecting and collating of all such data related to the use of public urban roads as may be necessary for efficient forward planning under the Kenya Roads Act, 2007;
- Preparing the road works programmes for all public urban roads;

- Liaising and co-coordinating with other road authorities in planning and on operations in respect of roads;
- Advising the Minister on all issues relating to public urban roads;
- Performing such other functions related to the implementation of the Kenya Roads Act, 2007 as may be directed by the Minister for Roads.

2. OBJECTIVE

As part of the Annual Audit work plan approved by the Board, KURA Directorate of Audit services is required to carry out Technical Audits for all the KURA projects. However, the directorate does not have Engineers within its ranks to perform independent Technical Audits. The Authority is therefore seeking to hire individual consultants to work with the Internal Auditors in performing the Technical Audits.

SPECIFIC TECHNICAL AUDIT OBJECTIVES

In particular, the Consultant shall:

- 2.1. Review and assess the level of compliance with the agreed selection and prioritization criteria set out by the Board and Management of KURA and the level of compliance with approved work plans.
- 2.2. Examine and assess the fairness of the procurement process and tender documentation for road contractors and consultants and the conformity of that process with the relevant laws and standards.
- 2.3. Evaluate adequacy of technical design work and documentation by KURA or their consultants.
- 2.4. Verify quality and quantity of materials and other supplies, road works; construction methods and overall Project Management and assess the performance of already completed works.
- 2.5. Review and assess the consistency of road maintenance policies and methods applied by Road Agencies.
- 2.6. Review Environmental and Road Safety matters for ongoing projects to highlight specific concerns.
- 2.7. Evaluate compliance with standards and contract specifications.

3. DETAILED SCOPE OF TECHNICAL COMPLIANCE TESTING

The Technical Audits shall be conducted to provide reviews of works undertaken by KURA for programmed works in the current financial year including those just concluded and projects continuing to the coming financial year. The Consultant shall carry out all the compliance testing as necessary to meet the above overall and specific objectives, which shall include not less than the tasks listed below in respect of all projects' selection, programming, implementation and final settlement of payments due to the respective contractors, consultants and all the related in-house bills.

The audit shall include but not limited to the following tasks;

- 3.1. Review and assessment of the approved work programmes to verify whether selected projects are eligible for funding resources, are as per approved budget and procurement plan and prioritization:
 - 3.1.1. For Maintenance projects; in accordance with the criteria set out by Kenya Roads Board for the period under review. The auditor shall verify to confirm that any changes to the approved work have been approved by the Board.
 - 3.1.2. For development partner supported programmes, the implementation protocol and agreed work plan will form the basis of audit.
- 3.2. Review the bidding process to assess whether a transparent process was followed. The auditor shall review the procurement procedures used in selection of consultants for design, tendering and award of civil works or supplies contracts and selection of supervisory consultants. The review should identify specific areas of non-compliance with the Public Procurement Law and Regulations. This shall include and not limited to review of the procurement method used and its justification if not open tendering, evaluate the tendering process by examining; completeness of tender documentation, disclosure of any tender information to bidders, invitation to tender, opening of tenders, evaluation criteria, tender evaluation and award.

In addition, the consultant should review; unnecessary splitting of tenders, conflict of interest, confidentiality and capability of the contractors to perform and quantify all losses that may be associated with irregularities in the procurement process.
- 3.3. Review individual project preparation and designs to assess their appropriateness with regard to economy and efficiency. The Consultants shall;
 - 3.3.1. For both contracted works and those performed in-house by the Road Agencies, review the entire project preparation process from preliminary investigations,

surveys, technical specifications, designs, environmental considerations, quantity estimation etc.

- 3.3.2. For maintenance programmes, verify that Road Inventory and Condition Surveys are carried out and used in determination of road maintenance needs;
 - 3.3.3. Review the technical bidding documents to ensure their conformity with applicable standards, technical documents and good practice. For Major Maintenance Contracts verify that the scope of works including Bills of Quantities are based on appropriate designs and specifications.
- 3.4. Inspect the works during construction and upon completion to assess the quality of the works in general and verify that measurements of individual bill items, valuation, certification of works and the formal application for payment are all in accordance with the respective contracts. The verification shall also include;
- 3.4.1. Independent sampling and testing of materials and completed works as necessary to validate the findings.
 - 3.4.2. Review of *inter alia* the KURA or its consultants' overall project management including handling of advances, guarantees, insurances, site instructions, claims, variation orders and costs.
 - 3.4.3. Independent verification of the physical output versus the value of certified works.
 - 3.4.4. Compare estimated quantities with actual quantities and determine whether the targeted outcome was achieved.
 - 3.4.5. Inspect contractors' equipment, plant, personnel and supervision staff on site and verify that; the methods of working employed are in accordance with good working practice.
 - 3.4.6. Identify and quantify if any losses associated with on-going or completed works in terms of: poor quality of works and payments for quantity of works not done.
- 3.5. Audit the consistency of road maintenance policies and methods applied by KURA;
- 3.5.1. Inspection methods and record sheets.
 - 3.5.2. Road defects description, condition ranking and measurements.
 - 3.5.3. Evaluation of causes of defects and proposed remedies.
 - 3.5.4. Frequency of inspections.
 - 3.5.5. Activity specifications for execution of works including; description and purpose, performance and scheduling considerations, working methods, technical specifications and method of measurements.

- 3.5.6. Examination and assessment of methods used for resource estimation to determine reliability and accuracy of cost totals.
- 3.5.7. Review of maintenance works prioritization criteria.
- 3.5.8. Review of monitoring efforts.
- 3.6. Verify that;
 - 3.6.1. Environmental impact mitigation measures are applied and the necessary on-site health and safety measures are implemented within project sites.
 - 3.6.2. Road safety measures and facilities have been incorporated in design and construction.
- 3.7. Identify implementation constraints and shortcomings and propose recommendations as necessary to improve the existing arrangements that would be compatible with principle; procedures and good professional practice.
- 3.8. Reviews of existing audit reports on the on-going projects, if any, and establish the extent of compliance with prior audit recommendations.

4. EXPECTED OUTPUT / DELIVERABLES

1. Prepare audit reports with the following details
 - Detailed audit findings including evidences in the appropriate format where required.
 - Risk or audit implications emanating from the audit findings
 - Auditor's recommendations to address the findings and areas of weakness identified.
2. Make presentations of the findings to the Head of Internal Audit Services and Management to obtain and document their responses.
3. Prepare and submit working paper files for the Audit records to the Head of Internal audit at the end of each audit engagement.

FACILITIES TO BE PROVIDED BY THE CLIENT

The Consultant will be expected to travel to the sites of the various projects to be identified for audit purposes as agreed with the Deputy Director Audit services. The Authority will facilitate the Consultant by providing transport and accommodation for the days that the consultant will be travelling to site. KURA will also provide working space for the duration of the engagement.

TERMS OF PAYMENT

The Technical Audits will be conducted within a work plan agreed between the Consultant and the Deputy Director Audit services. **Payment to the Consultant will be based on the number of days spent on the audit engagement. The Authority will facilitate transport to projects sites and accommodation during the days of audit engagement.** The Consultant is therefore expected to provide a quotation of the daily rate charged for the consultancy/professional fees and other requirements.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

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

It shall contain the following:-

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

(to be prepared by the consultant as appropriate)

(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). CURRENT WORKLOAD

Using the format below, provide information on each assignment for which you are individually legally contracted to carry out.

Assignment Name:		Country:	
Location within Country:		Professional Staff provided	
Name of Client:		No. of Staff:	
Address:		No of Staff-Months; Duration of Assignment	
Start Date (Month/Year): (Month/Year): (Kshs)	Expected date of Completion Date	Approx. Value of Services	
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:			

Individuals Name: _____

Name and Title of Signatory; _____

(iii). 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 you either individually or 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:	
Location within Country:	
Name of Client:	
Address:	No. of Staff-Months; Duration of
Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs) (Month/Year):	
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**

Name: _____

Name and title of signatory; _____

(iv) COMMENTS AND SUGGESTIONS OF CONSULTANT 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 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	5	6	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, M4 are months from the start to end of the assignment)

	M1	M2	M3	M4	M5	M6
Activity (Work)						

(b). Completion and Submission of Reports

Reports	Date
Inception Report	
Preliminary reports.	
Draft Report	
Final Report	
Progress Reports	

(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 you individually or your firm as a corporate entity or in association, is legally contracted to carry out.

Assignment Name:		Country	
Location within Country:		Your Professional Staff provided	
Name of Client:		No. of Staff:	
Address:		No of Staff-Months; Duration of Assignment	
Start Date (Month/Year): (Month/Year):	Expected date of Completion		Approx. Value of Services(Kshs)
Name of Associated Consultants. If any: 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 you individually or your firm 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:		
Location within Country:		Professional Staff provided:
Name of Client:		No. of Staff:
Address:		Duration of assignment:
Assignment: Start Date (Month/Year):	Completion Date	Approx. Value of services
Name of Associated Consultants if any:		
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 CONSULTANT 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 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.

_____ Date: _____
[Signature of staff member]

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

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	5	6	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, M4 are months from the start to end of the assignment)

	M1	M2	M3	M4	M5	M6
Activity (Work)						

(b). Completion and Submission of Reports

Reports	Date
Inception Report	
Preliminary Feasibility Reports including Preliminary Designs.	
Draft Feasibility Reports including Preliminary Designs.	
Final Feasibility Reports including Preliminary Designs	
Progress Reports	

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

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

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

(to be prepared by the consultant as appropriate)

(i) FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [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]

(ii) SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Add 10% Contingency		
Taxes		
Total Amount of Financial Proposal		_____

(iii) BREAKDOWN OF PRICE PER ACTIVITY

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

(iv) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No----- Activity Name-----			
	Names	Input(Staff Months, days, remuneration or hours rate as appropriate)	Amount
Key Staff (Insert proposed position)			
1.			
2.			
3.			
4.			
Grand Total			

(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			
5.	Training				
	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				
3.	reports Equipment etc.				
4.	Miscellaneous				
5.	Grand Total				_____

SECTION VI ~ STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payment)**

The contract form shall be completed by the Kenya Urban Roads Authority after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants clause 2.10.2

SECTION VI ~ STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(lump-sum payments)**

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

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

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

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling
For Services rendered pursuant to Appendix A, the

Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration** A.

Coordinator

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

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 **Performance** The Consultant undertakes to perform the Services

- Standards** with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
11. **Law Governing Contract and Language** Kenya The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

2.

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary