



REQUEST FOR PROPOSAL

Procurement of:

**CONSULTANCY SERVICES FOR:
FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND
PRELIMINARY ENGINEERING DESIGN OF NAROK AND KAJIADO TOWN ROADS**

TENDER NO: KURA/DEV/HQ/173/2018-2019

(All Category)

**DIRECTOR, POLICY, STRATEGY &
COMPLIANCE
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 A: - LETTER OF INVITATION

To _____ [date]

[Name and address of Consultant)

Dear Sir/Madam,

CONSULTANCY SERVICES FOR FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NAROK AND KAJIADO TOWN ROADS

TENDER No.: KURA/DEV/HQ/173/2018-2019

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

FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NAROK AND KAJIADO TOWN ROADS

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

The RFP includes the following documents:

- a) Section A – Letter of Invitation
- b) Section B – Information to Consultants
- c) Section C – Technical Proposal – Standard Forms
- d) Section D – Financial Proposal – Standard Forms
- e) Section E – Terms of Reference
- f) Section F – Standard Contract form
- g) List of Appendices

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

- a) Certified Copy of Certificate of Incorporation in Kenya;
- b) Certified Copy of Valid Tax Compliance Certificate (*Please note that the Tax Compliance Certificates will be verified with the Kenya Revenue Authority and Certificates found not to be in order will lead to the disqualification of the bidder at the preliminary evaluation stage*);
- c) Certified Copy of VAT Registration Certificate;
- d) Certified Copy of PIN Certificate;
- e) Curriculum Vitae (CV) of the Proposed Key Staff signed and dated by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages;
- f) Certified Copies of Certificates and Testimonials of the Proposed Key Staff;
- g) Current Work Load;
- h) Litigation History; and
- i) Others as described in this RFP.

NOTE: Items a, b, c, d and f MUST be certified by Commissioner of Oaths or Notaries Public.

Please acknowledge, upon receipt:

- That you have understood the contents of this letter of invitation; and

- Whether or not you intend to submit a proposal either alone or in association.

The submission date for these proposals is **the date and time indicated in the Tender Notice or any subsequent Tender Addenda**, and the submission address is:

Director General
Kenya Urban Roads Authority
IKM PLACE, 5th Ngong Avenue, Opposite Bishops Gate,
P.O. Box 41727 – 00100 GPO
NAIROBI

Proposals must be deposited in the Tender Box located at 4th Floor, Tower B, IKM PLACE, 5th Ngong Avenue, Nairobi.

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

Yours sincerely,

Eng. Silas M. Kinoti
Ag. **DIRECTOR GENERAL**

SECTION B: INFORMATION TO CONSULTANTS

1. Introduction

- 1.1 The Client named in Appendix “A” will select a firm among those interested to submit a proposal, in accordance with the method of selection detailed under this section.

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. *A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees.* The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

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.

The Client will 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.

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 papermail, 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 interested consultants who intend to submit proposals.
- 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 sent by mail, cable,

telex or facsimile to all interested consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 The Consultants proposal shall be written in English language.
- 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 interested 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 is 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 speciality, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs must be currently 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".

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 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, 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 90 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, in which case such Proposal will not be further evaluated.

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 TENDER OPENING 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 tender opening 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 Consultant 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.

Evaluation of Technical Proposals

- 5.3 The Tender Processing 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 site/TOR and site Visit	10
(iii)	Adequacy of the proposed workplan and methodology in responding to the terms of reference	20
(iv)	Participation by nationals	5
(v)	Transfer of Knowledge (Activity workplan and Personnel schedule)	5
(vi)	Qualifications and competence of the key staff for the assignment	<u>50</u>
	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 Tender Processing 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 (S_f) 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 x T % + S_f x 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 Consultant 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 Consultant 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, who had

bidded, 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 Feasibility Study, Environmental and Social Impact Study and Preliminary Engineering Design of Narok and Kajiado town roads
- 1.3 A **mandatory** pre-tender conference will be held: as per the tender notice
Tenders open for Consultants registered in Kenya only
- 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.
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: **twelve (12) months**.
iii) The minimum required experience in years of proposed professional staff is detailed in the Terms of References under Personnel requirements.

This minimum required experience in years of proposed professional staff is detailed in the Terms of References under Personnel requirements (8.0).
- 3.3
- 3.4 (i) Training is a specific component of this assignment: *Yes*
The Consultant shall
(a) train at least two (2) No. Project supervision staff nominated by the Client in a relevant approved programme by ESAMI during the whole Contract period,
(b)offer two internship (with government approved allowance) during the contract period as well as
(b)provision of training in the use of HDM4 software and provide a lap top within the first month of commencement of consultancy.
(see Appendix C for Laptop computer specifications).
The Consultant shall include the cost of training of Clients two staff in his financial proposal, including the associated allowances.

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 2 (Two) additional copies of each proposal.

4.3 The proposal submission address is:

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

The outer envelope shall also be clearly marked:

Consultancy Services for Feasibility Study, Environmental and Social Impact Study and Preliminary Engineering Design of Narok and Kajiado Town Roads

TENDER No.: KURA/DEV/HQ/173/2018-2019

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

The date and time indicated in the Tender Notice or any subsequent Addenda

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 75%. Any bidder scoring less than 75% shall be disqualified. Any bidder not providing any of the required documents shall be disqualified.

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

METHODOLOGY AND ORGANISATION

Firm’s experience and organization	10
Comments on Terms of Reference	10
Methodology, Activity Schedule and Work plan	30
Total score for Methodology and Organization	50

KEY PERSONNEL

1. Project Director / Team Leader	10
2. Transport Economist	9
3. Urban Highway Design Engineer	9
4. Environmental Specialist	5
5. Socio-Economic Specialist	5
6. Materials / Geotechnical Engineer	4
7. Engineering Surveyor	4
8. Structural / Drainage Engineer	4

Total Score for Key Personnel **50**

The weightings for scoring the Key Personnel shall be based on Qualification and Skills (25%), General professional experience (25%) and Specific professional experience (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.
- x. Confidential Business Questionnaire

(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 Approx. Value of Services (Month/Year): (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:	
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 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**

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

Mo (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	

(x). CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required 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.....

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.....			
4.....			
5.....			

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.....			
4.....			
5.....			

Part 2(d) - Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority who has interest in this firm?

Yes /No***

.....
Date

.....
Signature of Authorized Representative

* Attach Proof of Citizenship (Compulsory)

** Attach certified copy of current (within last 12 months) From CR12

*** **Delete as necessary**

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 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 Expenses	
Subtotal	_____

(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			
	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 etc.				
4.	Miscellaneous				
5	Grand Total				_____

SECTION E: TERMS OF REFERENCE

This Section contains Terms of Reference

Section E: Consultancy Services for Feasibility Study, Environmental and Social Impact Study, and Preliminary Engineering Design of Narok and Kajiado Town Roads

1. INTRODUCTION

1.1. General

The Government of Kenya (GoK) has mobilized resources through the Development Vote/RMLF and intends to apply a portion of proceeds from this fund to eligible payments for **Consultancy Services for Feasibility Study, Environmental and Social Impact Study, and Preliminary Engineering Design of Narok and Kajiado Town Roads**

The Government of Kenya, through its implementing agency, the Kenya Urban Roads Authority (KURA) shall require 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).

1.2. Project Description

1.3.1 Project Location

The project roads are located in Narok Town in Narok County and Kajiado Town in Kajiado County with a total length of approximately 260.0 km as detailed below: The project roads traverse through built up areas and consist of gravel and earth roads.

Table 1.1 (a): Narok Town Roads

S/No	Road ID	Name of the Road	Road length (Km)
1		Southern Bypass	15
2		Northern Bypass	35
3		Noolmong-Lenana-Lexington	5
4		Police Line-Majengo	7
5		Town Council-Majengo	5
6		Manyatta –Mercedonia	4
7		Maasai Mara University-Mercedonia	7
8		Ensda –Imani – House loop	3
9		Full Gospel -Pulunga	4
10		Motonyi – Olorroito Loop	8
11		Highway - Mwamba	6
12		Greatstars-Highway Bomet	6
13		Majengo- Fanaka- Olopito	8
14		Nairasirasa- Nkareta	10
15		Slaughter- Monjo	7
		Total	130Km

Table 1.1 (b): Kajiado Town Roads

S/No	Road ID	Name of the Road	Road length (Km)
1		Southern Bypass	15
2		Northern Bypass	35
3		Noolmong-Lenana-Lexington	5
4		Police Line-Majengo	7
5		Town Council-Majengo	5
6		Manyatta –Mercedonia	4
7		Maasai Meru University-Mercedonia	7
8		Ensa –Imani – House loop	3
9		Full Gospel -Pulunga	4
10		Motonyi – Olorroito Loop	8
11		Highway - Mwamba	6
12		Greatstars-Highway Bomet	6
13		Majengo- Fanaka- Olopito	8
14		Nairasirasa- Nkareta	10
15		Slaughter- Monjo	7
		Total	130Km

1.3. Selection Criteria

The Consultant selected to undertake the Services shall have had extensive experience in the Feasibility Studies, Environmental and Social Impact Assessment, Engineering Designs.

This is a Lumpsum Contract.

1.4. Project Objectives

The roads are critical to promote and facilitate traffic movement within and around the target towns. The roads are meant to increase mobility, divert through traffic from the town centre and to serve the expansion needs of the towns.

A feasibility study will be prepared that will fully inform the Government of Kenya (GoK) on the engineering, economic, environmental and social aspects of upgrading the roads.

2. STUDY OBJECTIVES

The study will provide the decision makers in the Government of Kenya through Kenya Urban Roads Authority, with sufficient information to undertake Detailed Engineering Designs and construct the road.

3. SCOPE OF WORK

3.1. General

The Consultant shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations and related services. In carrying their work, the Consultant shall co-operate fully with the concerned agencies of the Government of Kenya, in particular the Design and Construction Department, Kenya Urban Roads Authority, Ministry of Transport & Infrastructure, Provincial Administration, Ministry in charge of Lands, local authorities amongst others. 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 these Terms of Reference.

3.2 Description

3.2.1 The study consists of: -

Stage 1 – Feasibility Study

- a) Collection of additional social, economic, environmental, operating, and physical data that is necessary to support conclusions about the technical feasibility and socio-economic viability of the road and any related feeder roads required to support the project road and preparation of Feasibility and Economic Study report;

Stage 2 – Preliminary Design

- (a) Review of the existing data on the proposed road project and social and economic activities in the project study area;
- (b) Collection of social, environmental, and physical data that is necessary to assist in the design of the project road;
- (c) Preliminary corridor definition including plot boundary information, details of encroachments and illegal allocations.
- (d) Preliminary engineering survey and design work for the optimum alignment and design standards including preliminary costs estimates and implementation schedule;
- (e) Carrying out an environmental impact and social impact assessment of the project area in relation to the proposed project including preparation of an Environmental Impact Assessment Report and preparation of a Resettlement Action Plan for project affected persons.

Stage 3 – Terms of Reference for Detailed Engineering Design

After comments and approval of the preliminary design by the General Manager (Planning & Environment), the Consultant shall prepare comprehensive Terms of Reference to be used in the procurement of Consultancy services for the Detailed Engineering design of the roads where they are found to be feasible.

3.2. Scope of Feasibility Study and Preliminary Engineering Design

A feasibility study will be prepared that will fully inform the GoK on the engineering, economic, environmental and social aspects of upgrading the roads individually. Economic analyses of roads shall be separately prepared. Associated tasks comprise but are not necessarily limited to:

- a) **Social analysis** of the Project area of influence to determine numbers of beneficiaries and socio-economic profiles. Assessment of suppressed demand if any for road transport services;
- b) **Field surveys** of the road, including preliminary topographic, pavement, drainage and structures. Preliminary assessment of slope stability and identification of options for mitigation of potential instability, and areas of potential instability which may result from upgrading;
- c) **Traffic surveys.** Preparation of traffic forecasts taking into account existing and proposed developments in the project area of influence as well as any findings related to suppressed demand;
- d) Identification of sources of construction materials including potential quarry sites (evaluation of material quality not necessary at this stage);
- e) Estimation of the incremental cost of incorporating measures to accommodate forecast changes in climate characteristics in the project.
- f) Preparation of preliminary designs and cost estimates for upgrading options, including varying cross sectional configurations;
- g) Preparation of an economic evaluation of the proposed road upgrading options in accordance with National Guidelines for Economic Analysis of Projects, including switching value calculations, sensitivity analysis for variations in key parameters and budget constraints. Where National Guidelines do not exist, International guidelines such as African Development Bank and World Bank shall be adopted;
- h) Undertake risk analysis in accordance with National Guidelines for integrating Risk Analysis of Projects. Where National Guidelines do not exist, International guidelines such as African Development Bank and World Bank shall be adopted;
- i) Based on the economic analysis, estimation of the expected distribution of project net benefits among freight transport users, passenger transport users, personal car users; NMT, the government and the economy in general;
- j) Assessment of land acquisition and resettlement needs in accordance with National guidelines, and prepare a resettlement action plan (RAP). Where National Guidelines do not exist, International guidelines such as African

- Development Bank and World Bank shall be adopted;
- k) Preparation of an initial poverty and social assessment and screening for resettlement impact and indigenous peoples issues in line with National guidelines. Where National Guidelines do not exist, International guidelines such as African Development Bank and World Bank shall be adopted;
 - l) Assessment of potential environmental impacts in accordance with EMCA Act and other national Guidelines. Where National Guidelines do not exist, International guidelines such as African Development Bank and World Bank shall be adopted;

At the very end, the feasibility is focused on the Economic Analysis, in particular the economic indices of:

- m) Net Present Value (NPV), and
- n) Economic Internal Rate of Return (EIRR).
- o) Benefit Cost Ratio (BCR). Preferably by HDM4 software

The Feasibility Study in its entirety includes review of all components which are contributing, affecting and being affected by the construction of these roads.

They include (but are not limited to):

a) Poverty and Social Assessment of project influence area, including:

- Public Consultation;
- Gender Assessment;
- Social Action Plan;
- Indicators for Monitoring.

b) Environmental Scoping, including:

- Description of the Environment;
- Screening of Potential Environmental Impacts and Mitigation Measures;
- Environmental Management and Monitoring Plan;
- Public Consultations and Information Disclosure;
- Findings and Recommendations;

c) Environmental Assessment Review Procedure, including:

- Assessment of Legal Framework and Institutional Capacity;
- Existing Environmental Guidelines and Policies;
- Anticipated Environmental Impacts;
- Environmental Assessment for Subprojects and/or Components;
- Consultation, Information Disclosure, and Grievance Redress Mechanism;
- Institutional Arrangement;
- Monitoring and Reporting.

d) Engineering: Technical Investigation & Preliminary Design, including:

- Introduction & Description of Project Roads;
- Technical Field Investigations;
- Technical Design Standards and Guidelines;
- Bio-Engineering Measures;
- Climate Change Adaptation;
- Proposed Road Upgrading Alternatives including “Do Nothing”;

- Cost Estimate for various alternatives;
 - Detailed Technical Engineering Appendices.
- e) **Reviews of Existing Transportation and Economic Studies and masterplans for the Town**
- f) **Economic Evaluation, including:**
- Analytical Scenarios / Alternatives, including “Do Nothing”;
 - Road Characteristics & Cost Estimates of Alternative Scenarios
 - Unit Costs and Operating Data, by Vehicle Type
 - Traffic
 - Normal Traffic
 - Generated Traffic
 - Induced Traffic
 - Traffic Growth Rates
 - Road-Based Quantifiable Benefits
 - Savings on Vehicle Operating Costs (VOC)
 - Savings on Value of Time (VOC)
 - Other Quantifiable Benefits
 - Standard Economic Analysis Multiplier & Retainer Local Share of Investment/Maintenance Costs
 - Proxy for Social Benefits and Affected Population
 - Residual Share of Bridges and Special Culverts
 - Standard Economic Analysis, 12% Discount Rate
 - Alternative Economic Analysis - at 5% Discount Rate
 - Sensitivity Analysis
 - Distribution of Benefits
 - Risk Analysis
 - Conclusion and Recommendations

3.2.1. Detailed Scope of Feasibility Study and Preliminary Engineering Design

A. General

The Consultant shall perform all engineering, economic, financial and environmental analyses and related work as described herein to attain the objective of the study.

The overall responsibility for administrative and coordination of the study rests with Kenya Urban Authority (KURA). The execution of the study will be the direct responsibility of the Technical Team of KURA.

In the conduct of its work, the Consultant shall cooperate fully with the Project Technical Team, the Ministry of Lands, the County Administration and all other relevant Government Departments and Agencies.

As the design progresses, the Consultant shall maintain close liaison with the relevant Government agencies and shall submit for approval from time to time, according to the work Programme, draft design proposals for alignment,

earthworks, pavement, structures, and other technical aspects of the design. This shall later inform detailed engineering designs and tender documentation.

B. Preliminary Design

General

Within the scope of the preliminary design, the Consultant shall conduct all topographical surveys, hydrological studies, material surveys, and other field and laboratory investigations that are required for the examination of the proposed alignment and the identification of sources of suitable construction materials and water among others.

The Consultant shall take account of these factors in the preliminary engineering design. The Preliminary Design shall comprise, inter alia:

- a) Topographical surveys, including cross-sections at 50m intervals, plans;
- b) Hydrological and hydraulic studies;
- c) Material testing, in situ soil investigation, and pavement evaluation, to identify and test the appropriate road alignment.

Climate, topography, geology and vegetation

The Consultant shall describe the climatic conditions of the study area, providing details of:

- a) Rainfall (monthly distribution and intensity, including rainy days per month);
- b) Temperature (minimum, median, and monthly ranges throughout the year);
- c) Other climatic features of importance (e.g. wind, erosion, effects of extreme temperatures on the alternative wearing course designs).

The Consultant shall provide a topographical description of the area traversed by the road, including the effects of relief on the vertical alignment.

A catalogue of the relevant geological features of the study area including a description of the soils and rocks along the road's alignment and their effect and influence on such factors as route location and design shall be compiled by the Consultant. The influence of geology and the availability of road construction materials and water are of great importance and shall be given due consideration by the Consultant. The Consultant shall provide, as far as possible, the information on the estimate of quantities, quality and potential sources of water and other materials required for construction purposes.

A description of the type and density of the vegetation as well as existing and potential land use within the study area shall be provided by the Consultant.

Hydrology and Drainage Investigations

The Consultant shall provide a complete description of the hydrological features of the area, including:

- a) Information about soils drainage along the alignments, such as sub-soils drain ability, drainage impedance, flooding of flat areas, etc.
- b) Characteristics of required water crossings.

The Consultant shall collect sufficient information and analyze the same based upon the guidelines provided in the Road Design Manuals and Supplemented by other relevant sources of information to justify, and provide the basis for the preliminary engineering design of all drainage systems and structures, and for preliminary costing purposes.

The Consultant shall be fully responsible for obtaining all the data and information necessary for him to carry out hydrological and drainage investigations and designs.

Preliminary Materials Investigation

The Consultant shall undertake all preliminary soil investigations and tests and identify type and sources of construction materials necessary for preliminary design, detailed design, and construction phases of the project. Materials' sources shall be taken into account when selecting final alignments.

The availability of suitable conventional road construction materials and the appropriate and economic use of the same are viewed as key factors influencing the choice of pavement and wearing surface design. The Consultant shall assess possibility for specific problems arising from the use of proposed materials, which may be specific to particular sections of the road under study, quantify and recommend appropriate countermeasures.

Design Standards

The Design shall, unless otherwise agreed, be carried out in conformity with the Roads Design Manuals Part I, III, IV, the Draft Design Guidelines for Urban Roads by KUTIP, and the Standard Specification for Road & Bridge Construction. The Consultant shall be responsible for the design details within this framework. The methodologies used in the design of pavements, earthworks, drainage and structures, shall conform to the latest techniques while ensuring the use of available materials. At all times balance must be made between capital and maintenance costs.

The metric S.I. system shall be used throughout. The standards for design of different types of roads and bridges as stipulated in the relevant Roads Design Manuals and specifications shall be adhered to where possible, and adequate explanations given where different standards are recommended.

Preliminary Design

The Consultant shall investigate alternative pavement and structural proposals with a view to obtaining the optimum solution commensurate with the Road Design Manuals, topography, climate, aesthetics and costs. Further the Consultant shall advise the Team Leader, Project Technical Team of any modifications that he considers should be made to the above – mentioned manuals in the light of conditions revealed during the preliminary design work. In this respect the consultant attention is drawn to the performance of asphaltic concrete under slow moving load as opposed to concrete particularly on climbing sections. Any proposal for use of concrete on such sections must be properly justified both economically and performance wise, and reference manuals used shall be submitted for approval by Team Leader, Project Technical Team before incorporating their recommendations in the final design.

Based on Traffic Studies and projections, economic analyses (under section (B) following) and geotechnical tests, the Consultant shall develop **at least two and not more than three** preliminary designs for the road project, and shall analyze the merits and drawbacks of each option to determine the final standard to be adopted for the road. **The design life should be taken as 20 years.** It will be necessary for the Consultant to provide comparative data for construction and maintenance costs for the different designs considered, in order to support the final designs adopted for the project road.

The maximum axle load restrictions applicable in Kenya shall be observed. The use of appropriate traffic equivalence factors shall be determined by appropriate means for pavement design purposes. Pavement design shall be in accordance with the standards approved by the Project Technical Team.

The Consultant shall prepare, during this design stage, preliminary proposals for the road alignment, pavements and structural work including all waterway dimensions for the approval of the Team Leader, Project Technical Team.

The Preliminary Design work shall include but not be limited to: -

- i) Preparation of maps showing topographical survey strips containing the alignment alternatives.

The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale 1:200. All topographical data may be obtained from the stereo plots. Accuracies shall comply with Design Manuals and Specifications.

- ii) An analysis of land usage potentials or other likely developments that may take place along the road alignment and which may affect the layout of the road. The Consultant in preparing his preliminary report shall consider the land usage.

Preliminary Cost Estimates

Based on the above analyses and findings the Consultant shall provide:

- a) A preliminary quantities estimate with an accuracy of +/- 20% for the proposed road construction. The principal quantities shall include common excavation, sub-base material, base and surfacing materials, numbers and sizes of drainage structures, major bridges and other major structures and miscellaneous items. Preliminary design of major bridges and other major structures shall include determination of the spans and types of foundations.
- b) Preliminary cost estimates with an accuracy of +/- 20% for construction of the road. This estimate shall be based on locally derived unit prices appropriate from the previously estimated quantities. The estimate shall give details of foreign and local costs by main items, as well as of taxes and duties to be paid.

The cost estimates shall include the following components relating to the project road and any supportive town/market roads that are deemed necessary with details of each given:

a) For foreign currency

- i) Imported equipment, materials and supplies
- ii) Identifiable foreign components of domestic manufactured equipment, materials and supplies
- iii) Salaries of expatriate personnel
- iv) Profit and overheads of foreign firms where appropriate

b) For local currency

- i) Right of way acquisition
- ii) Local materials, supplies and services.
- iii) Salaries and wages of local employees – both skilled and unskilled

In addition the Consultant shall present separately a detailed analysis of the taxes, levies and duties element of the cost estimates.

C. Socio-economic and Environmental Study

The Consultant shall conduct analyses, which shall detail the positive and negative effects of the development of the project on the environment, and recommend appropriate solutions to minimize any undesirable effects resulting from improvements of the road. The study shall be conducted in accordance with Client guidelines and the Environmental Management and Coordination Act of 1999 schedule II including the EIA and Audit Regulations of 2003

The analyses shall include, but not limited to the following factors:

- a) The role of the project in the development plans at national and regional level;
- b) Preservation of areas and land use of particular value including agricultural and natural conservation areas, forests and other important natural resources, cultural and historic sites, etc;
- c) Assessment of direct impact on agriculture and forestry, particularly the utilization of the fuel wood and water;
- d) Disturbance of vegetation plans for re-vegetation and conservation of biodiversity.
- e) The prevention of soil erosion and sedimentation;
- f) The prevention of health hazards arising from ponding water and pollution of water courses and/or sources;
- g) Measures for the rehabilitation of sources of construction materials, borrow pits and quarries;
- h) Health and sanitation for the road construction labour units;
- i) The avoidance of and reduction of visual intrusion; and
- j) Assessment of the impact on demographic factors including the prevention of undesirable roadside developments, and recommended regulations and measures to limit negative impact on adjacent communities and areas.

D. Economic Viability

Traffic Analysis

The Consultant shall determine the type and volume of the existing traffic for the road by analyzing all existing statistical data, and by conducting and analyzing such traffic counts and origin-destination studies as required, to determine the nature of the traffic and the present volume of freight and passenger movements on the road. The Consultant as required shall undertake other field investigations.

Traffic studies will include:

- a) existing traffic composition, occupancy and volume counts;
- b) origin – destination studies; and
- c) forecasts of annual average daily traffic composed of normal, generated and diverted flows, by appropriate vehicle types.

Traffic survey shall generally be of 1-week duration and comprise day counts with at least one night count. Where considered appropriate the Consultant shall divide the road into sections, and conduct the relevant traffic analyses and studies accordingly. Detailed proposals for the traffic surveys shall be submitted beforehand for approval to the Team Leader, Project Technical Team.

The Consultant shall identify, describe and quantify existing and potential traffic generating factors in the immediate areas served by the road, or in areas likely to be influenced by its future improvements, based on the economic development of the region, and future needs for road transport. Such needs will result inter alia from:

- a) population growth and changes in rural urban population distribution;
- b) national and regional economic growth;
- c) development of agriculture, industry, commerce, tourism and exploitation of natural resources within the project area;
- d) development of social services facilities;
- e) other important factors as may be identified by the Consultant.

Based on the analysis, the Consultant shall make:

- a) detailed annual traffic forecasts for a period of ten years after the completion of the road; and
- b) more general projections of future traffic for the following 10 years.

Although greater emphasis is given to accurate forecasting in the earlier part of the project's life, all traffic forecasts shall be given three growth rates, namely low, medium and high. The Consultant shall select and justify one of the three levels of forecasts for use in the final economic evaluation of the project, indicating the reasons for the selection, and shall also use the other two levels in the sensitivity analysis (see paragraph 5.2.34)

In developing the final traffic forecasts, the Consultant shall give particular attention to the future mix of vehicles in the traffic population. Due attention should therefore be given to changes in vehicle sizes and types that will arise when improvements are made in the conditions of the road.

Economic Costs

The Consultants shall examine all available information on vehicle operating costs, and road maintenance costs, and shall produce valid current estimates of such costs for the project road in its present and improved state.

Since the greatest element of measurable and quantifiable user benefits to be derived from the improvement of the road are, in practice, derived from savings in vehicle operating costs, the Consultant shall give particular attention to the development of valid current estimates of such costs applicable to Kenya as a whole and the project road in particular. The Client prefers the use of HDM IV (Highway Development Module IV). Where other computer-based highway investment models are used which are derived from, or based on any programme developed by an international agency or research organization, the Consultant shall ensure that all individual factor unit costs (such as tyres, fuel, wages, parts, maintenance, insurance) which are input into the model are derived from direct investigation of local sources of supply.

Also, the Consultant shall ensure that the individual parameters of the highway characteristics such as roughness, altitude, rise or fall, curvature etc, which are input into the model to determine the different components of vehicle operating costs shall be those that apply to the individual design standards as being evaluated. It is expected, therefore, that where design standards evaluated in the study have significantly different parameters, these differences shall be reflected in vehicle operating costs.

The Consultant shall carefully detail in the reports all the data, assumptions, and parameters that have been used in developing estimates for current vehicle operating costs.

For road maintenance costs the Consultant shall ensure that such costs are strictly related to current and forecast volumes, and shall detail in the reports all the data assumptions and parameters which have been used to develop estimates of current and future road maintenance costs.

In determining the economic costs for all factors in the project, the Consultant shall ensure that all costs are net of all taxes and duties, or any other transfer payments to Government, and shadow priced where necessary to reflect the true scarcity value of the resources being used.

Economic Evaluation

The Consultant shall undertake evaluations of the economic viability of the project for the twenty years following the completion of the construction of the road. The economic evaluation shall be done on at least two design standards, and with or without the necessary feeder roads. For this, the economic costs of construction of the design standards being evaluated shall be compared with the relevant level of economic user benefits derived from implementing the project at the different design levels, and that the level of design that results in the greatest user benefits in relation to costs shall be determined as the optimum design level and selected for implementation.

User benefits shall be expressed primarily in terms of: -

- a) Savings in vehicle operating costs;
- b) Savings in road maintenance expenditure;
- c) Residual value of the road's structure at the end of the evaluation period;
- d) Any other factor that the Consultant may consider for the analysis.

This last factor, if included, must be of demonstrable transfer value within the Kenya economy.

In view of the fact that many indirect economic and social benefits arising from the improvements in road conditions are "intangible" or are difficult to quantify accurately, the Consultant shall undertake detailed qualitative analysis on these benefits.

Only benefits that are demonstrable in quantitative terms should be included in the economic analysis. Other unquantifiable benefits will not be included in the economic evaluation of the project, but may be used as a secondary justification for project implementation.

The evaluations shall be expressed in terms of:

- a) the economic internal rate of return;
- b) the net present value in relation to the Government's current opportunity cost of capital;
- c) the benefit : cost ratio; and
- d) first year rate of return.

The Consultant shall also undertake sensitivity analysis on the results of the finally selected design standards. In these, apart from the levels of traffic forecasts previously discussed in paragraph, all costs and benefits shall be varied by up to +/- 20%, or at another level deemed appropriate for the analysis and agreed with the Team Leader, Project Technical Team.

4. REPORT AND TIME SCHEDULE

4.1. Commencement

The Consultant shall commence the study within fourteen (14) calendar days of the effective date of the contract.

4.2. Reports

The Consultant shall prepare and submit to the Project Manager, KURA Technical Team the following reports. **All reports shall be in English and prepared on A4 metric size paper. All reports will be submitted in hard copies and two soft copies in CD ROM format.** The consultant will discuss and get approval of the software format used to prepare the soft copies for drawings to ensure compatibility with available software in the Client's establishment. In order to facilitate speedy review by the Client of Consultant's work, the Consultant is encouraged to organize parts of the main reports into working papers for prior discussion with the Client before compilation into deliverables.

a) **Inception Report (8 Weeks)**

This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the conduct of the preliminary design – 6 hard copies and two softcopies for the client.

b) **Preliminary Feasibility Study Report (38 Weeks):**

This shall summarize the findings, analysis, results, and recommendations of the study, and shall contain all supporting material and include an executive summary.

The Consultant shall prepare preliminary design drawings and reports in accordance with the format and title sheets as directed by the Team Leader, Project Technical Team. These documents to be submitted in 10 hard copies and two softcopies to be submitted to the Team Leader-Project Technical Team shall include a description of: -

- i. Feasibility Study, Environmental and Social Impact Assessment
- ii. Topography, geology, rainfall, vegetation and land use
- iii. Hydrological analysis, existing drainage structures and requirements.
- iv. Traffic survey and forecast
- v. Soil and materials investigations
- vi. Recommendations for the new construction
- vii. Estimate of the quantities and construction cost within an accuracy of approximately +/- 20% and a description of physical and pricing problems that may arise during the construction
- viii. Location plans to scale 1:50,000, plan and longitudinal profile drawings to a scale of 1:2,500 and 1:250 vertical, typical cross-section details, and
- ix. General arrangement drawings for the main drainage structures.
- x. **Preliminary Design Report:** This shall incorporate all revisions deemed necessary arising from comments received from the Team Leader, Project Technical Team, following discussions and agreement between him and the

Consultant. It shall include a concise executive summary in which the project design standards and cost estimates broken down into foreign and local currencies shall be shown clearly – 10 hard copies and two softcopies to be submitted to the Team Leader-Project Technical Team.

The report will generally incorporate comments generated from the presentation of the Inception Report as well as comments from the Client's Technical Team.

c) Draft Final Feasibility Study Report (45 Weeks)

This report will encompass the entire scope of the consultancy in detail, including all technical investigations and studies: engineering; traffic; socio-economic and environmental, preliminary engineering design, including topographic surveys, alternative alignment design drawings, alternative upgrading scenarios, cost estimates, land acquisition plans and material source plans. The report shall also include economic evaluation and financial viability analysis.

The report will generally incorporate comments generated from the presentation of the Preliminary Feasibility Study Report as well as comments from the Client's Technical Team.

The Draft Feasibility Study Report shall conform to the report structure shown in section 3.6 of the Terms of Reference.

d) Final Feasibility Study Report (50 Weeks)

The report will generally incorporate comments generated from the presentation of the Draft Final Feasibility Study Report as well as comments from the Client's Technical Team.

The Final Feasibility Study Report shall conform to the report structure shown in section 3.6 of the Terms of Reference as a bare minimum.

The environmental and social impact assessment reports, as well as the Preliminary Engineering design Report shall be packaged as separate volumes.

e) Progress Reports (Monthly)

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. This shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them – 3 hard copies and two softcopies to be presented to the Team leader-Project Technical Team

4.3. Records of Documents

After delivery of all final documentation, the originals of the following documents are to be deposited with the Team Leader, KURA Technical Team;

- i) All drawings, both full size and photo-reduced, inclusive of land acquisition drawings, all in transparent material.
- ii) Tabulated test result of the materials investigations and any interpretation therefrom inclusive of materials charts
- iii) Earthworks computations inclusive of mass-haul diagram
- iv) Structural calculations
- v) Hydrological and water way calculations
- vi) Setting out data and earthworks computation on CD ROM.

4.4. Time Schedule

The feasibility study and preliminary engineering designs shall be completed and forwarded to the Team Leader, KURA Technical Team within Twelve (12) months of the commencement of the assignment. The Consultant should be prepared to attend meetings with the Client to discuss the assignment at any stage.

4.5. Lateness in reporting

Where a report required is delayed beyond the stipulated time for submission, the consultant shall provide to the Client an explanation satisfactory to the Client for the delay in submission and the remedial measures to be undertaken.

4.6. Report Structure

The “Feasibility Study Report shall include the following Chapters, Sub-Chapters, and Appendices as a bare minimum:

Executive Summary

Chapter 1 – Introduction

- Background
- Objectives and Scope of the Project
- Terms of Reference – Feasibility Study
- Report Structure

Chapter 2 - Socio-Economic Review

- Introduction
- National Economic Framework – Vision 2030
- Population and Land Area
- Transport Implications
- Selected Socio Economic Characteristics
- Predominant Economic activity and related Facilities

Chapter 3 - Strategic Development Plan

- General
- National Transportation Planning Framework
- National Roads Network – Goals & Strategy (Road Sector Investment Programme, Annuity Programme, Low Volume Sealed Roads programme)
- The National Petroleum Company – Timor GAP

Chapter 4 – Preliminary Engineering Design

- Introduction & Description of Project Roads
- Technical Field Investigations
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5. OBLIGATION OF THE CLIENT AND CONSULTANT

5.1. Documents and Reports

The Client will supply all pertinent data and information in its possession 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 fee of maps, manuals and other documents.

The following will on request be supplied by the Team Leader, KURA Technical Team to the Consultant who will be awarded the consultancy: -

- i) Standard specifications for Road and Bridge Construction 1986
- ii) Road Design Manual Part I – Geometric Design of Rural Roads 1979
- iii) Road Design Manual Part III – Pavement design and Materials 1987
- iv) Analysis of Contract Rates, latest edition
- v) Sample standard drawings

Please note that appropriate charges will be levied for certain documents.

The Client will:

- (i) Ensure free access to all sites and locations connected with the execution of the study;
- (ii) Provide the Consultant with any assistance as the Consultant may be entitled to in accordance with the Terms of Reference
- (iii) Provide the Consultant with all documents, data, any existing photographs and other information pertaining to the study that are available within the Authority.
- (iv) Provide, at their option, two counterpart personnel (interns) for on-the-job training with the consultant during the contract period. The interns are to be remunerated at government approved rates.
- (v) Facilitate the issuance of work permits and entry visas for the Consultant's expatriate staff.

In particular, the Client shall provide the following

- (i) All data and reports pertaining to the design studies that have been carried out for the road under study if any;
- (ii) Available data and information on road inventory and traffic counts;
- (iii) Recent road construction and maintenance costs; and
- (iv) Unhindered access to pertinent data.

5.2. Liaison

The Project Technical Team shall provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and information from these agencies, including paying for it where necessary.

The Consultant shall be fully responsible for collecting data and information from Government agencies, paying for it where necessary.

5.3. Correspondence

The Client shall ensure that correspondence exchange in respect of the implementation of the study is treated promptly by the agency in order to avoid any delay. Correspondence by e-mail shall be on Microsoft Outlook (for Client).

5.4. Consultant's Obligations

(a) All information, data and reports obtained from the Client in the execution of the services of the Consultant shall be properly reviewed and analyzed 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 Client upon completion of the assignment.

The consultant shall be responsible for analyses, interpretation, and conclusion made from the data and information provided by the client.

(b) The Consultant shall be responsible for arranging for all necessary office and living accommodation, transportation, **(including 100 days per diem allowance and transport for Client supervision staff and provide a vehicle for the supervision team for half of the contract period)**, equipment and supplies, surveys, investigations, materials testing, secretarial services, related to the performance of the works.

The Consultant shall be responsible for the printing of all reports, drawings, maps, etc.

The Consultant shall provide a training plan for any two No. interns as approved by the Client paid at government approved rates

All reports and documents relevant to the project, maps, field survey notes, computer programs and electronic data, etc. shall become the property of the Client. The Consultant shall provide the originals of maps, plans and all drawings with final tender documents both in hard and soft copies in CD ROMs and in acceptable electronic format.

6. PERSONNEL REQUIREMENTS

The feasibility team shall comprise the following members. The detailed tasks assigned to each team member are not necessarily limited to those listed.

6.1. The Consultant's Key Personnel

The Consultants shall at a minimum, provide the key staff described below. Curriculum Vitae not exceeding four pages per person shall be provided in respect of each key staff.

It is anticipated that **38 staff man– months** of key professional staff stated below would be required to accomplish the tasks stated in the TOR of the assignment:

a) **Project Director (PD) – 6 Man-months**

The PD will oversee, plan, manage and monitor the consultancy and will advise the Client on all aspects of works contract implementation. The PD will provide the overall backstopping for the project, to ensure timely execution and completion of the project.

The PD should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering or equivalent and a minimum of 15 years post qualification experience in management and supervision of similar works contracts in developing countries, particularly in the Africa region.

The PD shall have at least 10 years' experience at Project Director level on road rehabilitation projects of similar nature. The PD should be able to combine this engineering experience with management and communication skills in order to support the Kenya Urban Roads Authority in ensuring that all objectives and deliverables of the consultancy and the works contract are achieved. The candidate must have a proven record as Project Director/ Deputy Project Director for at least three successfully completed large assignments of similar nature in the last five years. Fluency in both written and spoken English is essential.

b) **Transport Economist (TE) – 4 Man-months**

The TE will lead the Feasibility Study activities. The TE will perform the following specific tasks:

- Lead the feasibility sub-study task team;
- Ensure all deliverables are prepared in accordance with quality and time constraints;
- Research and review data, including that associated with planned government or private development in the area of influence of the road and incorporate in the economic analysis as appropriate;
- Determine financial and economic vehicle operating costs for representative vehicle types;
- Prepare an economic evaluation of the proposed road upgrading options following National Guidelines for the Economic Analysis of Projects. Reduction in travel time and transport costs, cost of accidents, increased agricultural production and other net social benefits arising from the project will be taken into account;
- Identify the cost benefits of climate change adaptation options and provide recommendations based on most cost effective measures;
- Undertake switching value calculations and sensitivity analysis for variations in key parameters and budget constraints.
- Undertake risk analysis in accordance with National Guidelines for Integrating Risk Analysis of Projects;
- Analyse how limited access to transportation services contributes to

poverty in the project area of influence;

- Based on the economic analysis, estimate the expected distribution of project net benefits among freight transport users, passenger transport users, vehicle owners, NMT and the government;
- Prepare feasibility reports for submission to the Client. The report should be prepared following National guidelines, taking into account direct and indirect impacts during pre- construction, construction and operation, and of implementing mitigation measures and monitoring plans.

The TE shall be a qualified and registered Civil Engineer with a post graduate degree in Transportation Engineering, Transport Economics or equivalent and a minimum 10 years post-graduate experience, of which not less than 5 years have been in undertaking studies in road upgrading and construction projects.

c) Urban Highway Design Engineer (HE) – 6 Man-months

The HE will be responsible for the preliminary designs underpinning the feasibility studies. The HE will perform the following tasks:

- Lead the preliminary engineering design sub-study task team;
- Ensure all deliverables are prepared in accordance with quality and time constraints;
- Review available engineering data, including any data relating to availability and quality of construction materials.
- Identify potential future climate change impacts that should be catered for design of the road and evaluate costs associated with incorporation of adaptation measures in the project design.
- Assess recommendations and inputs from the Structural / Drainage Engineer and Environment Specialist for other potential adaptation measures which could be incorporated into the design.
- Guide topographic and other preliminary physical surveys.
- On the basis of projected traffic levels, determine cost effective options for upgrading the road taking into account varying terrain characteristics along the route, and minimum serviceability standards.
- In conjunction with the Materials / Geotechnical Engineer, survey areas of actual and potential slope instability, analyse their cause and develop preliminary recommendations for mitigating them.
- Review road safety implications for each design alternative and prepare preliminary designs for road safety features.
- Review environmental implications of construction, including those related to opening of borrow pits and disposal of spoil.
- Estimate the civil works costs for each design alternative, separately identifying taxes and duties to an accuracy of +-15%.
- Prepare a preliminary engineering design report, consolidating all technical inputs from other specialists as appropriate.

The HE should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering or equivalent and a minimum of 12 years post qualification professional experience as a Highway Design Engineer on major road contracts of similar nature. Knowledge of various internationally accepted design codes and methodologies and familiarity with internationally ‘best practices’ as well as proficiency in latest computer aided road design software is essential. Experience in roads design, supervision and construction management will be required. Fluency in both written and spoken English is essential.

d) Environmental Expert (EE) – 4 Man-months

The EE will undertake an environmental assessment of the project in accordance with the EMCA Act. The Environmental Specialist will perform the following tasks:

- (i) Ensure that the project is prepared in compliance with both the government’s environmental policies and environmental assessment guidelines;
- Assess the potential environmental impacts of the project in accordance with the EMCA Act and other national policies and guidelines;
- Prepare an Environmental Impact Assessment Report taking into consideration direct and indirect impacts during pre-construction, construction and operation, and identifying costs of mitigation measures and implementation of a monitoring plan;
- Identify potential impacts of the road on surrounding vulnerability;
- Synthesize the most recent and relevant assessments of future climate changes, within the scope of the project objectives, and provide recommendations to the project team of expected climate changes, including their probabilities of occurrence and certainty;
- Prepare recommendations for integrating climate change considerations into the design of the project;

The Environmentalist shall be a Registered Lead Expert and having a Valid Practicing License issued by NEMA, registered as a member of Environment Institute of Kenya (EIK) and must hold at least a Graduate Degree in environmental science, environmental engineering or any other relevant field and at least 10 years professional experience after graduation, of which not less than 5 years have been in undertaking environmental impact assessments of road sector related projects. Familiarity with World Bank, Africa development Bank and NEMA environmental impact assessment guidelines is essential. Fluency in both written and spoken English is essential.

e) Socio- Economic Specialist (SES) – 4 Man-months

The SES will undertake screening and scoping for social impacts. The Social Safeguards Specialist will perform the following tasks:

- Undertake screening and scoping and prepare the resettlement and indigenous peoples screening forms and checklists for the project.
- Assess land acquisition and resettlement impacts in accordance with the

National resettlement guidelines and prepare a resettlement plan (RP).

- Submit the RP;
- Assess the social impacts of the project and prepare analyses for inclusion in the feasibility study reports and in the IEE. Recommend mitigation measures where needed and estimate their cost.

Must possess University Degree (BSc or BA) in socio – Economic Studies or equivalent. Must have a minimum of 15years practical post-qualification experience. Must have broad experience in socio – economic assessment and of at least three (3) roads construction project of comparable magnitude within urban setup. Previous experience on road projects in East Africa will be an added advantage.

f) Materials / Geotechnical Engineer (ME) – 4 Man-months

The ME will provide inputs relating to slope stability, availability of construction materials and design of pavement options. The ME will perform the following tasks:

- Identify potential geotechnical constraints on the proposed road upgrading, particularly identifying specific locations where mitigation measures will be required.
- Guide site specific surveys as required for preliminary assessment and design of mitigation measures for geotechnical instabilities.
- Prepare preliminary designs in sufficient detail for assessment of cost, and social and environmental impacts, particularly resettlement impacts.
- Assess potential sources of materials, particularly pavement materials required for the works, along with processing requirements and oversee preliminary laboratory testing.
- Prepare a detailed program, implementation schedule and budget for geotechnical investigations necessary for the design of the works.

The ME should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering and a minimum professional experience of 12 years (post qualification) as a materials engineer of which 5 years should be on major road contracts. Thorough knowledge of modern techniques of materials investigation and laboratory testing is essential. The PME shall have at least 10 years of experience in pavement engineering including design using diverse pavement materials and methods, in preparing specifications and in construction control of pavement structures. The PME shall have at least 6 years of on-site experience in construction control. Fluency in both written and spoken English is essential.

g) Engineering Surveyor (ES) – 6 Man months

The ES will be responsible for all topographic survey. The Survey Manager will:

- Acquire necessary physical / cadastral plans from the relevant Government bodies, and use the same to identify existing road corridors;

- Manage a team of technician surveyors, ensuring best practice and appropriate accuracy;
- Conduct control surveys and install permanent and stable benchmarks suitable for reference during detailed design work and construction;
- Conduct preliminary topographic surveys of the road corridor, sufficient for preliminary design work;
- Ensure timely and accurate transfer of survey information to the design engineers;
- Prepare land acquisition plans.

The ES will be a competent and qualified candidate, with a degree in Survey & Photogrammetry and a minimum of 10 years post qualification professional experience, of which not less than 5 years have been in survey for design and construction of major highway contracts of similar nature. The candidate should be conversant with modern methods of survey including the use of Total Stations and GPS equipment. Fluency in both written and spoken English is essential.

h) Structural / Drainage Engineer (SDE) – 4 Mon-months

The SDE will be responsible for the preliminary design and cost estimation of drainage and drainage structures including bridges, culverts and side drains.

The Structural Engineer will undertake the following tasks:

- Study the existing hydrological regime based on an analysis of rainfall, flood records and local inquiry.
- Estimate the required hydraulic capacity of bridge structures, including an estimate of the incremental capacity needed to cater for climate change considerations. A period of 50 years will be considered for major drainage structures and bridges, and 20 years for minor drainage structures including side drains and culverts.
- Assess existing structures and bridges along the route and recommend retention or otherwise.
- Assess the need for new drainage structures, where the existing structure is inadequate, or realignment requiring new drainage structures is proposed and prepare preliminary designs and cost estimates,
- Assess the need for new bridges and large drainage structures, where the existing structure is inadequate, or realignment requiring new structures is proposed and prepare preliminary designs and cost estimates,
- Prepare a program of geotechnical investigation needed for the design of drainage structures and bridges. Estimate the cost of the proposed geotechnical investigations;
- Prepare a program of geotechnical investigation needed for the design of drainage structures. Estimate the cost of the proposed geotechnical investigations.

The Structural Engineer shall have at least 10 years relevant experience and shall be a professionally qualified civil engineer. Fluency in both written and spoken

English is essential.

6.2. Support Staff – 30 Man-months

The consultants shall provide the necessary support staff – including junior engineers, draftsmen, field surveyors, laboratory technicians, field supervisors and office support staff – needed in order to carry out their tasks and fulfill their responsibilities effectively.

It is anticipated that about **30 staff-months** of support staff would be required

SECTION F: STANDARD FORMS OF CONTRACT

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments stipulated under clause 6.4 of Special Conditions of Contract.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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

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

WHEREAS

the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

the Consultant, having represented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

The General Conditions of Contract;
The Special Conditions of Contract;
The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub consultants
Appendix D: Breakdown of Contract Price in Foreign Currency
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Client
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2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

[title] _____

[signature] _____

[date] _____

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

*[full name of Consultant's
authorized representative]* _____

[title] _____

[signature] _____

[date] _____

GENERAL CONDITIONS OF CONTRACT

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
- f. if the Consultant fails to execute and complete the works within the stipulated contract period plus any time extensions formally granted by the Client pursuant to Clause 2.3 of the SCC.

2.6.2 By the Consultant

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

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

- (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 Removal and/or Replacement of Personnel

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

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

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use his best efforts to ensure that provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.
- 5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, 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.
- 6.2 Contract Price**
 - (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the "Special Conditions of Contract".
- 6.5 Interest on Dealtayed 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 _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: Director General Kenya Urban Roads Authority (KURA) P. O. Box 41727 – 00100 <u>Nairobi, Kenya</u></p> <p>Attention: Director, Urban Roads Planning & Design</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone; _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: Director, Urban Roads Planning & Design</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is Upon the Contract being signed by the Client specified in Clauses 1.1 and 2.1 of Appendix A</p> <p><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></p>
2.2	The date for the commencement of Services is Fourteen (14) days after issue of Commencement Letter
2.3	<p>The period shall be <u>Nine (9) Months</u>.</p> <p>The Consultant shall be charged Liquidated Damages at the rate of 0.05% of the contract sum per day for the extra days beyond the official contract period plus any time extensions granted by the Client, to a maximum of 5% of the Contract Sum, beyond which the Contract shall be terminated in accordance with the conditions of this contract.</p> <p><i>Note: Fill in the period, e.g., four months or such other period as the Parties may agree in writing.</i></p>

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:
- a) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Inception Report**.
 - b) Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Preliminary Feasibility Study Report**
 - c) Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Draft Final Feasibility Study Reports**.
 - d) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Final Feasibility Study Report**.

Payments in Ksh shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

- 1.5 Payments will be made within 90 (ninety) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.
- 1.6 The Consultancy services rendered by the Consultant shall be carried out to the satisfaction of the Director (URP&D) following which a contract completion certificate shall be issued and final payment made under clause 6.2 (b) of the Special Conditions.
- 7.2 Disputes shall be settled by arbitration in accordance with the following provisions:
1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
 - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *the Institution of Engineers of Kenya* for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *the Institution of Engineers of Kenya* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the Chartered Institute of Arbitrators of Kenya*.
 - (c) If, in a dispute subject to Clause SC 7.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to *the Chartered Institute of Arbitrators of Kenya* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
 2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the *Chartered Institute of Arbitrators of Kenya* as in force on the date of this Contract.
 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 7.2 1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall be a Kenyan.

Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Nairobi, Kenya*
- (b) *English* language shall be the official language for all purposes; and

- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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)
- APPENDIX J: CONFIDENTIAL BUSINESS QUESTIONNAIRE