



# **KENYA URBAN ROADS AUTHORITY**

**Efficient and Safe Urban Roads**

**CONSULTANCY SERVICES FOR  
PROVISION OF LEGAL COMPLIANCE &  
GOVERNANCE AUDIT**

**TENDER REFERENCE NUMBER:  
KURA/RMLF/HQ/292/2019-2020**

Director General  
Kenya Urban Roads Authority  
P.O Box 41727-00100, Nairobi.  
Block D, Barabara Plaza, off Mazao Road  
JKIA, Nairobi

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## SECTION I – INVITATION TO TENDER

### KENYA URBAN ROADS AUTHORITY (KURA)

#### PROVISION OF LEGAL COMPLIANCE AND GOVERNANCE AUDIT CONSULTANCY SERVICES

RFP NO. KURA/RMLF/HQ/292/2019-2020

Kenya Urban Roads Authority (KURA) invites Request for Proposals (RFP) from interested consultants for provision of legal compliance and governance audit consultancy services.

A complete set of request for proposal documents may be downloaded by interested candidates free of charge at [www.kura.go.ke](http://www.kura.go.ke) and [www.tenders.go.ke](http://www.tenders.go.ke) those who have downloaded the document from the website must forward their particulars immediately for recording and at the Supply Chain Management Office on Ground floor Barabara plaza, Block D.

The RFP document should be submitted in two separate envelopes with completed Technical and Financial Proposals clearly marked:

- (i) Technical Proposal for Consultancy for Legal Compliance and Governance Audit Services.
- (ii) Financial Proposal for Consultancy for Legal Compliance and Governance Audit Services

Request for Proposal documents, enclosed in plain sealed envelopes, marked KURA/RMLF/HQ/292/2019-2020 “Request for proposal for Legal Compliance and Governance Audit Consultancy Services”. Completed RFP documents shall be addressed to:

The Director General  
Kenya Urban Roads Authority  
P. O. Box 41727 Nairobi 00100  
Tel: +254 (020) 8013844  
Website: [www.kura.go.ke](http://www.kura.go.ke)

The RFP documents should be deposited in the KURA Tender Box situated at the Supply Chain Management Office on Ground floor Barabara plaza, Block D , Mazao Road, JKIA, Nairobi as per the tender notice available on [www.kura.go.ke/tender](http://www.kura.go.ke/tender) notices.

Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the Ground floor, Meeting room 6, Barabara plaza, Block D.

DIRECTOR GENERAL  
KENYA URBAN ROADS AUTHORITY (KURA)

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” 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 which are regulated 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.
- 2.1.3 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 the Appendix “ITC” 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.
- 2.1.4 The Client will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 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.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall be free.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

2.2.1 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 paper mail or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by paper mail 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 invited consultants who intend to submit proposals.

2.2.2 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 paper mail or electronic mail to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language.

2.3.2 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.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) 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. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. 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 stafftime) 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 "TTC" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "TTC".

2.3.5 The Technical Proposal shall not include any Financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 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 IV). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 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 "ITC" specifies otherwise.

2.4.3 Consultants shall express the costs of their services in Kenya Shillings, unless Appendix "ITC" specifies otherwise.

2.4.4 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.

2.4.5 The Proposal must remain valid for 150 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 shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 2.1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

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

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Client department up to the time for public opening of Financial Proposals.

## **2.6 Proposal Evaluation General**

2.6.1 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 the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **2.7 Evaluation of Technical Proposal**

2.7.1 The evaluation committee, appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria and point system specified in the Appendix “ITC”.

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 the Appendix “ITC”.



## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 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 paper mail or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. 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.
- 2.8.3 The evaluation committee will determine whether the Financial Proposals are complete i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 Consultants who score the minimum technical score of 70% and above shall be considered for Financial evaluation.
- 2.8.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology and work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field (if any) and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the Financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 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.

2.9.5 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.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation unopened.

- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "TTC".
- 2.10.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

- 2.11.1 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.

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **Appendix to Information to Consultants (ITC)**

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

2.1.1 a. The name of the Client is: **Kenya Urban Roads Authority (KURA)**

b. The method of selection is: **Quality and Cost Based Selection (QCBS)**

2.1.2 Technical and Financial Proposals are requested for: **Provision of legal compliance and governance audit consultancy services**

2.1.3 A pre-proposal conference will be held: **No**

2.1.4 The Client will provide the following inputs: **Information regarding the assignment will be provided to the successful firm.**

2.2.1 Clarifications may only be requested upto seven (7) days before the submission date. The address for requesting clarification is:

Kenya Urban Roads Authority (KURA)  
P.O Box 41727- 00100 Nairobi.  
Telephone: +254 020-8013844  
Block D, Barabara Plaza, Mazao Road, JKIA, Nairobi.

2.3.1 Proposals should be submitted in **English Language.**

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following;

a. The estimated period of the consultancy is: **3 Months**

b. The minimum qualification and experience of the consultant is as follows:

### **Lead Consultant:**

- The lead consultant shall be an Advocate of the High Court of Kenya with current valid practicing certificate.
- Have at least 10 years post admission experience
- A certified Public Secretary of good standing
- Accreditation as Governance Auditor by Institute of Certified Secretaries (ICS)
- Provide samples of Completed assignments on legal compliance and governance audits of similar magnitude

c. Presentations that are part of the assignment must be written in English language.

#### 2.4.2 Taxes

The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel as charges required under the Kenyan law.

2.4.3 Consultants shall express the costs in **Kenya Shillings**.

2.4.5 Proposals must remain valid for **150 days** after the submission.

2.5.2 Consultants must submit an **original** and a **copy** of each proposal.

2.5.3 The proposal submission address is:

Kenya Urban Roads Authority (KURA)  
P.O Box 41727-00100 Nairobi.  
Telephone: +254 020-8013844  
Block D, Barabara Plaza, off Mazao Road  
JKIA, Nairobi

2.6.1 The address to send information to the Client is:

Kenya Urban Roads Authority (KURA)  
P.O Box 41727-00100 Nairobi.  
Telephone: +254 020-8013844  
Block D, Barabara Plaza, off Mazao Road  
JKIA, Nairobi

2.7.1 The number of points to be given under each of the evaluation criteria are:

#### **Evaluation Criteria**

The tender for Legal and Governance Audit services shall be evaluated in three stages namely:

- Mandatory – Pass/Fail
- Technical – 70%
- Financial – 30%

#### **Mandatory Requirements**

S/No	Requirements	Yes/No
1	Copy of Certificate of incorporation/registration	
2	Provide a company profile to include a list of directors and their shares, contacts and company structure and a current CR12 where applicable	
3	Copy of a valid tax compliance certificate.	
4	Valid practicing certificates issued by the Institute of Certified Secretaries of Kenya (ICS(K) and Law Society of Kenya (LSK) respectively for the relevant Lead Consultant	
5	Accreditation Certificate as Governance Auditor for Lead Consultant	
6	Duly completed Confidential Business Questionnaire	
7	Professional Indemnity cover of minimum Kshs. 5,000,000/-	
8	Must fill the self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement And Asset Disposal Act 2015 in the Format provided	
9	Must fill the self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the Format provided	

**N.B**

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

a) **Technical Evaluation**

Only bidders who have been found responsive in the mandatory state will be evaluated on the following parameters;

	CRITERIA	MARKS	MAX
1.	<b>(a) Bidder's relevant experience related to the assignment. (Bidder to include in the firm's profile/CV (format provided) detailed information of undertaking similar assignments)</b>		25
a.	<b>Experience in carrying out legal compliance audits &amp; governance audits</b>		
	<ul style="list-style-type: none"> <li>• 10 years and above</li> </ul>	15	
	<ul style="list-style-type: none"> <li>• 5-9 years</li> </ul>	10	

	<ul style="list-style-type: none"> <li>Below 5 years</li> </ul>	5	
b.	Submit proof in form of Four (4) Reference Letters from clients indicating nature of audit assignment & number of years so offered (2.5 points for each with max 10 points) Address letters to KURA	10	
<b>2.</b>	<b>Adequacy of the proposed Work Plan, Methodology and Timeline in responding to the Terms of Reference as per Mwongozo Guidelines. Information to be provided:-</b>		<b>35</b>
	<ul style="list-style-type: none"> <li>Activity Schedules</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Reporting Schedules</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Detailed data gathering processes</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Detailed work methodology</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Gantt chart fitting KURA work scheduled timelines</li> </ul>	5	
<b>3</b>	<b>Comments and suggestions for improvement of ToR's and data, facilities to be offered by KURA</b>		<b>10</b>
	<ul style="list-style-type: none"> <li>Issues/observations and recommendations raised by Tenderers (2.5 points each with max 10)</li> </ul>	10	
<b>4A.</b>	<b>Key personnel (necessary staff with adequate competence and experience to undertake the assignment). Staff information to be provided in CV format indicating competence, academic qualifications and years of experience.</b>		<b>15</b>
	<ul style="list-style-type: none"> <li><b>No. of years working experience of Team Leader:-</b></li> </ul>		
	<ul style="list-style-type: none"> <li>10 years and above</li> </ul>	15	
	<ul style="list-style-type: none"> <li>5-9 years</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Below 5 years</li> </ul>	5	
<b>4B.</b>	<b>No. of similar audits undertaken:-</b>		<b>15</b>
	<ul style="list-style-type: none"> <li>Above 5 audits</li> </ul>	15	
	<ul style="list-style-type: none"> <li>3-5 audits</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Below 3 audits</li> </ul>	5	

	<b>Total</b>		<b>100</b>
	<b>Score</b>		

The minimum technical score required to pass in this stage is 70 points.

Notes:

- Consultants who score 70% and above shall proceed for Financial evaluation.

### **Financial Evaluation**

- (i) The formulae for determining the Financial Score (Sf) shall be;
- (ii)  $Sf = 100 \times \frac{F_m}{F}$  where Sf is the Financial score;
- (iii)  $F_m$  is the lowest priced Financial Proposal and
- (iv)  $F$  is the price of the proposal under consideration.
- (v) Proposals will be ranked according to their combined technical ( $St$ ) and Financial ( $Sf$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal:  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ )
- (vi) The combined technical and Financial score,  $S$ , is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ .

The firm achieving the highest combined technical and Financial score will be invited for negotiations

2.9.1 The address for negotiations is:

Kenya Urban Roads Authority (KURA)  
P.O Box 41727-00100 Nairobi.  
Telephone: +254 020-8013844  
Block D, Barabara Plaza, off Mazao Road  
JKIA, Nairobi

2.10.2 The assignment is expected to commence seven (7) days after approval and signing of Contract by the Client



## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the Technical Proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The Technical Proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical Proposal shall not include any Financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

**SECTION III - TECHNICAL PROPOSAL**

**1. 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 that you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]:

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out 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.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

#### **4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

**5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

**6. 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 authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_



**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Weeks (in the Form of a Bar Chart)												Number of weeks		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**8. ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are weeks from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

**(b). Completion and Submission of Reports**

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

- 4.1 The Financial Proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The Financial Proposal should be prepared using the Standard forms provided in this part.
- 4.4 The Financial Proposal should break down the cost for each of the consultancy years sought on this consultancy.

**SECTION IV**  
**FINANCIAL PROPOSAL STANDARD FORMS**  
**1. FINANCIAL PROPOSAL SUBMISSION FORM**

To: \_\_\_\_\_ [ Date]  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for  
\_\_\_\_\_ 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 remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
:  
\_\_\_\_\_ *[Name and Title of Signatory]:*  
\_\_\_\_\_ *[Name of Firm]*  
\_\_\_\_\_ *[Address]*

## 2. PRICING SCHEDULE

### TENDER FOR PROVISION OF LEGAL COMPLIANCE AUDIT & GOVERNANCE AUDIT

ITEM NO.	DESCRIPTION	TOTAL (KSHS)
1	Provision of Legal Compliance Audit and Governance Audit	
2	Taxes	
<b>TOTAL INCLUSIVE OF TAXES</b>		

SIGNATURE OF TENDERER: .....

DATE & STAMP: .....

**3. BREAKDOWN OF PRICE PER ACTIVITY**

<b>Activity NO.:</b> _____	<b>Description:</b> _____
<b>Price Component</b>	<b>Amount(s)</b>
<b>Remuneration</b>  <b>Reimbursable</b>  <b>Miscellaneous Expenses</b>  <b>Subtotal</b>	          _____

**4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____		
<b>Names</b>	<b>Position</b>	<b>Input(Staff months, days or hours as appropriate.)</b>	<b>Remuneration Rate</b>	<b>Amount</b>
<b>Regular staff</b>				
(i)				
(ii)				
<b>Consultants</b>				
<b>Grand Total</b>				

### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Road travel	Kms			
2.	Rail travel	Kms			
3.	Subsistence	Day			
	Allowance				
	Grand Total				



## **SECTION V: - TERMS OF REFERENCE**

### **LEGAL COMPLIANCE AND GOVERNANCE AUDIT CONSULTANCY SERVICES**

#### **BACKGROUND**

Kenya Urban Roads Authority (KURA) is a statutory body established under the Kenya Roads Act, 2007 of the laws of Kenya.

The mandate of KURA as set out in the Act is to be responsible for the management, development, rehabilitation and maintenance of all public roads in the cities and municipalities in Kenya except where those roads are national roads. Subsequently, subsidiary legislation of 2016 reclassified public roads and defined the urban national trunk roads that are now under the jurisdiction of KURA i.e. UA, UB and UC.

KURA is seeking consultancy services to undertake an Independent legal compliance and governance audit to assess actual or potential violations of the law, regulations, procedures, or contracts occurring within the Authority, and, where vulnerabilities are identified, recommend solutions to remedy or minimize them. The audit will also consider regulatory legislations that impact on the Kenya Roads Act, 2007 and to identify areas of conflict with the Kenya Roads Act, 2007 and come up with redress mechanisms/proposals.

#### **JUSTIFICATION**

Conformity with legal and governance parameters as set out in the Constitution, applicable laws and best practices is a requirement under the *Mwongozo* Code of Governance of State Corporations (*Mwongozo*) which sets out modalities of compliance on governance matters within State Corporations.

The *Mwongozo* Code of Corporate Governance for State Corporations provides in Clause 8.4 that:

The Board should ensure:

- i) That a legal compliance audit is carried out at least annually, with the objective of establishing the level of adherence to applicable laws, rules, regulations and standards
- ii) That the recommendations in the Legal Compliance audit report are implemented
- iii) That a comprehensive and independent legal audit is carried out at least once every two years
- iv) The Board shall file compliance reports on all statutory obligations in each quarter to the responsible Cabinet Secretary and SCAC.

Clause 1.13 of Mwongozo further provides that:

- i) The Board, in consultations with the Oversight Office, should ensure that it subjects the organization to an annual governance audit by a member regulated by the Institute of Certified Secretaries of Kenya (ICS)(K) and accredited for that purpose.

In view of the above, KURA seeks consultancy services from an experienced entity, to carry out a Legal Compliance and Governance Audit. The exercise will enable KURA minimize risks, as well as ensure it conducts its operations in accordance with all relevant laws and best regulatory practices anchored in principles of good governance, accountability and transparency.

### **OBJECTIVES AND REQUIREMENTS OF THE AUDIT**

#### **a) Legal Compliance Audit**

1. Identify and document the current framework of laws, regulations and policies under which KURA operates;
2. Assess the extent of KURA's compliance with statutory obligations;
3. Identify the gaps in compliance, the existing risks and propose a compliance strategy to boost compliance levels of KURA;
4. Evaluate existing policies and procedures that support the legal and compliance functions to assess their adequacy in supporting KURA's regulatory framework;
5. Develop a compliance check matrix and implementation framework that will ensure all regulatory and reporting requirements are met and that is in line with best practices and in agreement with KURA's strategic plan and overall mandate;
6. Generate a Legal Audit report of the compliance findings and recommendations.

#### **b) Governance Audit**

1. Identify and analyze governance parameters which the Authority is required to operate under the Constitution of Kenya, 2010, attendant Statutes and best practices. These parameters shall include:
  - i) Leadership and strategic management;
  - ii) Transparency and Disclosure;
  - iii) Compliance with Laws and Regulations;
  - iv) Communication with stakeholders;
  - v) Board independence and governance;
  - vi) Board systems and procedures;
  - vii) Consistent shareholder and stakeholders' value enhancement; and

- viii) Corporate social responsibility and investment.
2. Evaluate KURA's existing governance structures, policies and procedures and assess the extent of their compliance with these governance parameters.
3. Generate a Governance Audit report of the compliance findings and recommendations.

### **DELIVERABLES**

At the end of the consultancy period, the consultant is expected to deliver the following:

1. Legal Compliance and Governance Audit Report of findings and recommendations.
2. Recommendations on the way forward and best industry practices
3. Legal Compliance and Governance Audit compliance matrix and implementation framework

### **TIME FRAME**

The consultancy shall be for a period of **3 Months** from the date of the signing of the Consultancy Contract.

**ANNEX: CONTRACT FORMS**

**CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT**

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_  
[Insert starting date of assignment], by and between  
\_\_\_\_\_ [Insert Client’s name] of [or whose registered  
office is situated at] \_\_\_\_\_ [insert Client’s  
address]/(hereinafter called “the Client”) of the one part **AND**

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

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

**WHEREAS** the Consultant is willing to perform the said Services,

**NOW THEREFORE THE PARTIES** hereby agree as follows:

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

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

**3. Payment**

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

shall pay the Consultant an amount not to exceed\_\_\_\_  
\_\_\_\_\_ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

**B. Schedule of Payments**

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

15% upon the Client’s receipt of the Draft Report, acceptable to the Client; and

85% upon the Client’s receipt of the Final Report, acceptable to the Client.

**C. Payment Conditions**

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

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**4. Project Administration**

**A. Co-ordinator.**

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

**B. Reports.**

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

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

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Full name; \_\_\_\_\_

Full name; \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

Date; \_\_\_\_\_

## **LIST OF APPENDICES**

### **APPENDIX A – DESCRIPTION OF THE SERVICES**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### **APPENDIX B – REPORTING REQUIREMENTS**

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_ |

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

**SIGNED FOR ACCOUNTING OFFICER**





**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

**.....APPLICANT**

**AND**

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

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated

the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax

No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative  
Review Board to

review the whole/part of the above mentioned decision on the following  
grounds , namely:-1. 2. etc.

By this memorandum, the Applicant requests the Board for an  
order/orders that: - 1. 2.

etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**