



REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICES FOR PRELIMINARY AND
DETAILED ENGINEERING DESIGN, ENVIRONMENTAL
AND SOCIAL IMPACT STUDY AND TENDER
DOCUMENTATION
OF**

**NAIROBI EASTERN INTERCHANGES
(LANDHIES – JOGOO ROAD CORRIDOR)**

TENDER NO: KURA/DEV/HQ/238/2019 – 2020

MARCH, 2020

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

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

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SECTION A: INVITATION TO TENDER

Dear Sir/Madam,

RE: CONSULTANCY SERVICES FOR PRELIMINARY AND DETAILED ENGINEERING DESIGN, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND TENDER DOCUMENTATION OF NAIROBI EASTERN INTERCHANGES (LANDHIES – JOGOO ROAD CORRIDOR)

The **Kenya Urban Roads Authority** invites proposals to provide the following consulting services: **Consultancy Services for preliminary and detailed engineering design, environmental and social impact study and tender documentation on Nairobi Eastern Interchanges;**

- a) **Haile Selassie Avenue – Landhies Road – Ring Road Ngara Roundabout,**
- b) **City Stadium Roundabout,**
- c) **Jogoo Road – First Avenue Eastleigh Intersection, Likoni – Jogoo road Intersection and Jogoo road – Rabai Road Intersection.**

The road network covering Landhies – Jogoo road corridor in Nairobi City County

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

The RFP includes the following documents:

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

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

- a) Certified copy of certificate of incorporation;
- b) Certified copy of the CR12 (Valid within the last 12 months)
- c) Curriculum Vitae (CV) of the proposed key staff
- d) Certified copies of certificates and testimonials of the proposed key staff
- e) Proof of registration with the Engineers Board of Kenya
- f) Current work load
- g) Litigation history
- h) Confidential Business Questionnaire

Note: All certification must be original and by a commissioner of oaths.

Please note that in case of any association, a firm in Category “B” cannot submit a proposal in association with a firm in Category “A”.

Submission of tenders

See tender notice on www.kura.go.ke/tender notices.

DIRECTOR GENERAL

KENYA URBAN ROADS AUTHORITY

SECTION B: INFORMATION TO CONSULTANTS

1. Introduction

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

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 mandatory 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 invited 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 invited 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 invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - b. For assignments on a staff-time basis, the estimated number of professional staff-months 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 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 staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

Financial Proposal

- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;
 - (a) remuneration for staff (in the field and at headquarters), and;
 - (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for 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.

4. Submission, Receipt and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial

Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

5 Proposal Evaluation General

- 5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Appendix “A”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:-

	Points
(i) Specific experience of the consultant related to the assignment	15
(ii) Adequacy of the proposed workplan and methodology in responding to the terms of reference	10
(iii) Comments on the Terms of Reference	5
(iv) Transfer of Knowledge (Activity workplan and Personnel schedule)	5
(v) Participation by nationals	5
(vi) Qualifications and competence of the key staff for the assignment	50
Total Points	<u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum

technical score indicated in Appendix “A”.

Public Opening and Evaluation of Financial Proposals

- 5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend.
- 5.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 5.8 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 5.9 The formulae for determining the Financial Score (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; $T + p = 100$) indicated in the Appendix.
The combined technical and financial score, S , is calculated as follows: -
 $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the

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

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

6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

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

7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

APPENDIX “A”

Reference Clause

1.1 & 2.1 The name of the Client is:
Ag. 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 preliminary and detailed engineering design, environmental and social impact study and tender documentation of Nairobi Eastern Interchanges;

- i) Haile Selassie Avenue – Landhies Road – Ring Road Ngara Roundabout,**
- j) City Stadium Roundabout,**
- k) Jogoo Road – First Avenue Eastleigh Intersection, Likoni – Jogoo road Intersection and Jogoo road – Rabai Road Intersection.**

The road network covering Landhies – Jogoo road corridor in Nairobi City County

The overall objective of the project is to improve traffic flow along the specified roads and reduce congestion on the junctions.

The specific objectives of the project is as listed below:

- a) To improve traffic flow, safety and operational comfort of the project intersections through grade separation of conflicting motorized traffic (MT) movements;
- b) To improve Non-Motorized Traffic (NMT) flow, safety and operational comfort at the project intersections by completely separating NMT from MT;
- c) Development of bid documents for procurement of Works Contract to implement the study recommendations.

1.3 A pre-proposal conference will be held: *See tender notice.*

The name(s), address(es) and telephone numbers of the Client's official (s) are:

Eng. D.G Muchiri
Director (URP&D)
Kenya Urban Roads Authority or
P.O. Box 41727-00100
Nairobi

Eng. W.R. Oginga
Deputy Director(Planning & Design)
Kenya Urban Roads Authority
P.O. Box 41727-00100
Nairobi

1.4 The Client will provide the following inputs subject to availability, at a nominal fee to be indicated at the time of tendering:

- i). Standard specifications for Road and Bridge construction (1986)*
- ii). Road Design Manual Part I – Geometric Design for Rural Roads (1979)*
- iii). Road Design Manual Part III – Pavement Design and Materials (1987)*
- iv). Sample Standard Drawings*

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
 - ii). Necessary Visas and customs clearance for entry and exits
- 3.3
- i) The consultant will be responsible for determining the number of professional staff months to be assigned for any activity.
 - ii) The duration required to complete the assignment is: **12 (Twelve) months.**
 - iii) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown hereunder:

	<u>Years</u>
a) Project Director	15
b) Highways Engineer	10
c) Structural/Drainage Engineer	15
d) Materials Engineer	10
e) Geotechnical Engineer	10
f) Surveyor	10
g) Traffic Engineer	10
h) Transport Modelling Expert	10
i) Environmentalist	10
j) Socialologist	10
k) BRT Expert	12
l) Landscape Architect	10

3.4 The consultants shall not change the proposed key personels named in the RFPs when awarded the contract. The proposed personels should be available for a minimum of six months from the date of award of consultancy contract

3.5 i) Training is a specific component of this assignment: *No*

3.7 Taxes:

The Consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not

reimburse any amount paid in this context.

- 4.2 Consultants must submit 1 (One) original and 3 (*Three*) additional copies of each proposal.
- 4.3 The proposal submission address is:
Director General
Kenya Urban Roads Authority
Block D Barabara Plaza, Mazao road
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844
- The outer envelope shall also be clearly marked:
- “CONSULTANCY SERVICES FOR PRELIMINARY AND DETAILED ENGINEERING DESIGN, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND TENDER DOCUMENTATION FOR NAIROBI EASTERN INTERCHANGES (LANDHIES – JOGOO ROAD CORRIDOR),**
- TENDER NO: KURA/DEV/HQ/238/2019-2020**
- 4.4 Proposals must be submitted not later than the following date and time in *the tender notice*.
- 5.1 The address to send information to the Client is:
Director General
Kenya Urban Roads Authority
Block D Barabara Plaza, Mazao road
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844
- 5.3 The minimum technical score required to pass is **75%**
- 5.9 Alternative formulae for determining the financial scores is the following: **None**
- Weightings: T = 0.8 F = 0.2
- 7.2 Commencement of Assignment: Fourteen days after order to commence

APPENDIX “B”

EVALUATION GRID

METHODOLOGY AND ORGANISATION

Firm’s experience and organisation	15
Comments on Terms of Reference	5
Methodology and Work plan	10
Transfer of Knowledge	5
Participation by Nationals	5
Total score for Methodology and Organisation	40

KEY PERSONNEL

1. Project Director (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
2. Highway Design Engineer (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
3. Structural Engineer (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
4. Hydrologist (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
5. Materials Engineer (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
6. Geotechnical Engineer (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
7. Surveyor (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
8. Traffic Engineer (max. 5 points)	
Qualification and Skills	1

General professional experience	2
Specific professional experience	2
9. Transport Modelling Expert (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
10. Environmentalist (max. 3 points)	
Qualification and Skills	1
General professional experience	1
Specific professional experience	1
11. Sociologist (max. 2 points)	
Qualification and Skills	0.5
General professional experience	0.5
Specific professional experience	1
12. BRT Expert (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
13. Landscape Architect (max. 5 points)	
Qualification and Skills	1
General professional experience	2
Specific professional experience	2
Total Score for Key Personnel	60

SECTION C: TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i. Confidential Business Questionnaire
- ii. Technical Proposal submission form.
- iii. Firm's references.
- iv. Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- v. Description of the methodology and work plan for performing the assignment.
- vi. Team composition and task assignments.
- vii. Format of curriculum vitae (CV) for proposed professional staff.
- viii. Time schedule for professional personnel.
- ix. Activity (work) schedule.

(i). CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

This Confidential Business Questionnaire of the Government of Kenya shall be completed by the Bidder.

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name

.....

Location of business premises

.....

Plot No.Street/Road

Postal Address.....Tel No.

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.....

Are you an agent of the Kenya National Trading Corporation? YES/ NO

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 Bidder

*Attach proof of citizenship
(Compulsory)

** Delete as necessary

(ii). 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:*]

(iii). FIRM'S CURRENT WORKLOAD

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

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Expected date of Completion Date (Month/Year):	Approx. Value of Services (Kshs)	
Name of Associated Consultants. If any: <div style="text-align: center;">No of Months of Professional Staff provided by Associated Consultants:</div>			
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; _____

(iv). FIRM'S REFERENCES

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted (include attachments of letters from Client awarding the contract and confirming successful completion of projects).

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

*** Attach Correspondences**

Firm's Name: _____

Name and title of signatory; _____

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.

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(viii). 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: _____

(ix). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	Number of months

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(x). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[M0, M1, M3 are months from the start of assignment)

	M1	M2	M3	M4Mn	M(n+1)	M(n+2)	M(n+3)	M(n+4)
Activity (Work)									

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2 Preliminary Reports (a) Economic Feasibility study report (b) Preliminary Design Report (c) ESIA Report (d) RAP report	
3. Draft Final Report	
4. Final Design Report	

SECTION D: FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

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]*

(i) SUMMARY OF COSTS

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

(ii) BREAKDOWN OF PRICE PER ACTIVITY

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

(iii) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No-----	Activity Name-----		
	Names	Input (Staff Months,days,remuneration or hours rate as appropriate)	Amount
Key Staff			
1.	Project Director		
2.	Highways Design Engineer		
3.	Materials Engineer		
4.	Geotechnical Engineer		
5.	Structural Engineer		
6.	Hydrologist		
7.	Surveyor		
8.	Environment		
9.	Transport Engineer/Economist		

10. Electrical Engineer			
Regular Staff			
1.			
2.			
Consultants			
Grand Total			

(iv). REIMBURSABLE PER ACTIVITY

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

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

(v) MISCELLANEOUS EXPENSES

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

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION E: TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR PRELIMINARY AND DETAILED ENGINEERING DESIGN, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND TENDER DOCUMENTATION OF NAIROBI EASTERN INTERCHANGES (LANDHIES – JOGOO ROAD CORRIDOR).

1.0 STUDY BACKGROUND

1.1 General

The Government of the Republic of Kenya (GoK) has earmarked funds through the Development Vote for use in engaging the services of a Consultancy Firm to undertake Consultancy services for feasibility study, preliminary and detailed engineering design, environmental and social impact study and tender documentation of;

- a) Haile Selassie Avenue – Landhies Road – Ring Road Ngara Roundabout,**
- b) City Stadium Roundabout,**
- c) Jogoo Road – First Avenue Eastleigh Intersection, Likoni – Jogoo road Intersection and Jogoo road – Rabai Road Intersection.**

The road network covering Landhies – Jogoo road corridor in Nairobi City County

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 study. The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR).

1.2 Selection Criteria

The Consultant selected to undertake the design shall have had extensive experience in the Design and Tender Documentation of road construction projects.

1.3 Project Description

1.3.1 Project Location

The project is located in Nairobi City County and it involves design of road network along Landhies – Jogoo road corridor with emphasis given to grade separation of the following intersections;

- a) Haile Selassie Avenue – Landhies Road – Ring Road Ngara Roundabout,
- b) City Stadium Roundabout,
- c) Jogoo Road – First Avenue Eastleigh – Likoni – Intersection Jogoo road – Rabai Road Intersection.

The Consultants are advised to visit site, ascertain actual site conditions, assess and propose the required intervention and make necessary comments to the TOR before submitting their bids.

2.0 STUDY OBJECTIVES

The study will provide the decision makers in the Government of Kenya/Kenya Urban Roads Authority, with sufficient information to construct road network along Landhies – Jogoo road corridor with emphasis given to junction improvement through construction of grade separated intersections.

3.0 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 Roads, Provincial Administration, Ministry of Lands, 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 – Preliminary Design.

- a) Review of the existing data on the proposed road project and social and economic activities in the project study area and producing an economic feasibility study report produced preferably using the HDM4 application;
- b) Collection of social, environmental, and physical data that is necessary to assist in the design of the project road;
- c) Preliminary engineering survey and design work for the optimum alignment and design standards including preliminary costs estimates and implementation schedule;
- d) Carrying out an environmental and social impact assessment study of the project area in relation to the proposed project.

Stage 2 – Detailed Engineering Design.

After comments and approval of the preliminary design by the General Manager (Design & Construction), the Consultant shall carry out a detailed engineering survey and design including engineering cost estimates, materials investigations and tender documents for the selected alignment and design standards for the road. This will cover at least 100m on either side of the proposed centreline. Cadastral/boundary information will then be integrated with the topographical information to establish the encroachments, illegally allocated plots and where necessary, a detailed land acquisition plans prepared.

4.0 DETAILED SCOPE OF WORK.

4.1 General

- 4.1.1 The Consultant shall perform all engineering, financial and environmental analyses and related work as described herein to attain the objective of the study.
- 4.1.2 The overall responsibility for administrative and coordination of the study rests with the Kenya Urban Roads Authority. The execution of the study will be the direct responsibility of the Design and Construction Department of KURA.
- 4.1.3 In the conduct of his work, the Consultant shall cooperate fully with the Roads Department, the Ministry of Lands and Settlement, the Provincial administrations and all other relevant Government Departments and Agencies. The Government will provide the Consultant with the data and services outlined herein. The Consultant shall be responsible, however for the analysis and interpretation of all data received, and the conclusions and recommendations in his report.
- 4.1.4 The consultant shall prepare detailed land acquisition plans if necessary, this should include details of how the corridor is defined accurately, together with the areas encroached and areas of illegal land allocations.
- 4.1.5 As the design progresses, the Consultant shall maintain close liaison with the Government 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 prior to proceeding with the detailed design drawings.

4.2 STAGE 1: PRELIMINARY DESIGN

General

- 4.2.1 Within the scope of the preliminary design, the Consultant shall conduct all topographical surveys, hydrological studies, sub-surface soil exploration, material surveys, and other field and laboratory investigations that are required for the examination of the proposed alignment and the location of suitable construction materials and water, and the preliminary engineering design. This shall comprise, inter alia:
 - a) Topographical surveys, including cross-sections at 50m intervals, plans;
 - b) Hydrological and hydraulic studies;
 - c) Material testing, soil investigation, and pavement evaluation, to identify and test the appropriate road alignment.

Climate, topography, geology and vegetation.

- 4.2.2 The Consultant shall describe the climatic conditions of the study area, providing details of:
- a) rainfall (monthly distribution and intensity, including rain 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).
- 4.2.3 The Consultant shall provide a topographical description of the area traversed by the road, including the effects of relief on the vertical alignment.
- 4.2.4 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 to be regarded as of great importance by the Consultant. The Consultant shall provide, as far as possible, the information on the quantities, quality and potential sources of water required for construction purposes.
- 4.2.5 A description of the type and density of the vegetation as well as existing and potential agricultural land use within the study area shall be provided by the Consultant.

Hydrology, Drainage and Geotechnical Investigation

- 4.2.6 The Consultant shall conduct and provide a complete description of the features of the road study area including:
- a. Information about soils, drainage along the existing road, and the proposed alignment of the road and intersection locations, such as sub-soil absorption, flooding of flat area etc.;
 - b. All necessary hydrological and other data for storm water and sub-surface drainage systems design;
 - c. Characteristic of required water crossings and hydrological structures; and
 - d. All necessary sub-surface investigations required for the design of foundations for bridge piers and abutments.
- 4.2.7 The Consultant shall be fully responsible for obtaining all the data and information necessary to carry out hydrological, hydraulic and drainage investigations and subsequent designs.
- 4.2.8 Sufficient information shall be collected by the Consultant for the road to justify, and provide the basis for the preliminary engineering design of all crossings, drainage systems and all structures, including initial costing for the different options.

Soils and Materials Investigations

4.2.9 The Consultant shall undertake all preliminary soil investigations and tests including trenching, boring and trial pits required to carry out economic feasibility and preliminary design, including identification of type and sources of construction materials available and the necessity for imported materials.

Investigation of Alignment

4.2.10 For each option the Consultant shall thoroughly examine the existing alignment with due consideration to the proposed design standard and suggest any alignment changes, if any to meet the objectives.

4.2.11 Evaluation of the existing and new alignments for the different options shall be carried out taking into account the following, among other factors:

- a. Existing road corridor width;
- b. Existing crossings and their residual value, if any;
- c. Existing infrastructures;
- d. Land use including existing villages;
- e. Locations of sources of suitable materials;
- f. Hydrological and drainage characteristics; and
- g. Environmental effects.

Design Standards

4.2.12 The Consultant shall, to the extent possible, follow the recommended design standards contained in the Road Design Manual, Part 1 1979 (Geometric Design of Rural Roads) and Road Design manual, Part III, 1987 (Materials and Pavement Design for New Roads) both published by the then, Ministry of Transport and Communications, Republic of Kenya.

The Consultant shall be responsible for the design details within the given framework and provide adequate explanation for the standards adopted.

The methodologies used in the design of pavement, earthworks, drainage and structures shall conform to the latest techniques whilst ensuring the use of available materials and economic solutions.

4.2.13 Metric system shall be used throughout. The standards for design of different types of roads and bridges as adopted by the Client shall be adhered to where possible and adequate explanation given where different standards are recommended and subsequently adopted.

4.2.14 The Consultant shall investigate alternative alignments, 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 suggest to the Director (Urban Roads Planning and Design) ways and means of resolving any unusual problem that might arise and not covered by above mentioned manuals in the light of conditions revealed during the preliminary design work.

4.2.15 Based on Traffic Studies and projections, and geotechnical tests, the Consultant shall develop at least two and not more than three preliminary design standards for the

road project, and shall ascertain the merits and drawbacks of each to determine the final standard to be adopted for the road, whose 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 design standards considered, in order to support the final designs adopted for the project road.

4.2.16 The maximum axle load restrictions applicable in Kenya shall be observed by appropriate weighing method. Pavement design will be in accordance with the standards established by the Roads Department.

4.2.17 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 Director (Urban Roads Planning and Design). The Draft Design work shall include but not be limited to: -

Preparation of maps showing the alignment alternatives.

The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale 1:200. Accuracies shall comply with the road design manual.

An analysis of land usage proposals or other likely developments that may take place along the road alignment, which may affect the layout of the road. The usage shall be considered by the Consultant in preparing his preliminary report.

Survey Standards

The Consultant shall, to the extent possible, follow the recommended survey standards contained in the survey Act Cap 299, Land Act 2012, Land Registration Act 2012 and any other relevant standard acceptable internationally while carrying out the following activities;

- i. Preparation of maps showing the alignment alternatives, where necessary and should strictly utilize the given corridor without deviations
- ii. The maps shall be prepared in scale 1:2500/1:250 and critical cross-section drawings to scale 1:100. Accuracies shall comply with the road design manual.
- iii. The accuracies for establishing Survey Controls shall be within the standards defined in the Survey Act. Detailed picking of features will be picked to standards acceptable internationally or as maybe defined by the Director (Urban Roads Planning and Design). The consultant shall endeavour to employ the latest technologies (e.g. Airborne LIDAR, Photogrammetry or RTK GPS survey) in survey data capture to achieve these standards.
- iv. The accuracies for preparation of the acquisition plans must be within the allowable standard of fixed boundary surveys (Survey Act) and general boundary surveys where applicable
- v. The Mapping MUST also show the overlay of cadastral information and topographical features of the area covered. Maps showing encroachments on the road reserve must also be produced in digital format preferably in CAD (DWG) or GIS enabled Shapefiles (SHP)

Preliminary Design

4.2.14 Based on the traffic studies, environmental impact assessment, cost analyses, and geotechnical tests, the Consultant shall develop preliminary designs for the different options of road standard with a design life of 20 years.

4.2.15 The Consultant shall prepare the preliminary design/drawings for the different options using the format and title sheets as required by the Client as follows:

Location plans, Scale 1:50,000;

Road plans, Scale 1:5,000 showing road centre-line, with chainages of horizontal curves; location, description and references to all drainage and bridge works; right-of-way demarcation indicating land utilization; and other relevant natural and cadastral information; and

Typical road cross-sections providing all geometric and pavement features.

Original plans shall become the property of the Client.

Preliminary Cost Estimate

4.2.16 For each option, based on the findings and analyses, the Consultant shall furnish:

Preliminary quantities estimate with an accuracy of +/- 10% (ten per cent) for the proposed road section.

Preliminary design cost estimates for the different options including costs of environmental mitigation measures and social costs, net of taxes. The detailed cost estimate should give justification for details of foreign and local costs as well as duties and taxes to be paid. The foreign exchange component should include equipment depreciation; imported materials; wages of foreign personnel; overhead and profit of foreign firms that may undertake the construction of the road. The local currency component should include the cost of right-of-way acquisition, local materials, salaries and wages of local employees and taxes. The estimates shall include price escalation and contingencies. All cost estimates (both foreign and local) shall be expressed in terms of Kenya Shillings; and

A detailed analysis of the taxes and duties element of the cost estimates shall be presented separately.

Traffic Modelling

4.2.17 The consultant shall undertake all the traffic engineering tasks in the project. The tasks include traffic data analysis, axle loading surveys analysis, traffic projections and traffic operations analysis for the existing and future condition. Traffic operations analysis will be done for existing conditions and for the future 20 year horizons and shall show the levels of service at road segments and junctions.

Since the traditional approaches are limited in conducting a comprehensive analysis of both existing and future conditions, including some of the potential future designs, the analysis shall be conducted using micro-simulation modelling. Either paramics or VISSIM or equivalent traffic micro-simulation software can be used.

The modelling shall provide the level of service (LOS) at road segments, junctions and interchanges.

The model shall be calibrated and validated to existing conditions. A comparison of the actual observed data and the model outputs shall be compared and a suitable match achieved. The calibrated model will be used to analyse and summarize model outputs for the following scenarios for the more critical of either the AM or PM peak hour.

ISSUE	ELEMENTS TO BE REVIEWED
Lane configuration and road alignment	-Unexpected lane drop at junctions, in roundabouts. -Road alignment -Lane width in circular path
Ramp Design	-Weaving and diverging area design (length, closely spaced ramps) -Entering and exiting two lane ramp design -Complexity of manoeuvres
Traffic Zones	-Needs for additional transfer zones to reduce congestion of traffic on service roads where vulnerable road users are present
Crossing streets	-Proximity of crossing streets to slip road and service road -Weaving areas
Bus Rapid Transport	-Provide corridor for BRT including dropping and picking stations
Footpath and Cycle track	-Space provided for each mode, separation between modes, potential conflicts with other modes, continuity, visibility, etc.
Pedestrian crossings	-Needs for additional crossings along the corridor -Proper location of proposed crossings along the corridor -Connectivity with bus stops -Crossings in junctions
Shoulders, roadside hazards and safety devices	-Median design between main carriageway and service roads -Barrier design -Barrier end treatment -Protection of hazards -Shoulder design, culvert

4.4.18 The designs should accommodate infrastructure for Intelligent Transport System (ITS) at key junctions.

Environmental Impact and Social Assessment (ESIA)

4.2.19 The Consultant shall conduct analyses which shall detail the positive and negative effects of the development of the project on the environment, and prepare an EIA report recommending appropriate solutions to minimize any undesirable effects resulting from improvements of the road. The analyses shall include, but not limited to the following factors:

- i) The role of the project in the development plans at national and regional level;
- ii) 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;
- iii) Assessment of direct impact on agriculture and forestry, particularly the utilization of the fuel wood and water;
- iv) Disturbance of vegetation, and plans for re-vegetation;
- v) The prevention of soil erosion and sedimentation;
- vi) The presentation of health hazards arising from ponding water and pollution of water courses and/or sources;
- vii) Measures for the rehabilitation of construction materials, borrow pits and quarries;
- viii) Health and sanitation for the road construction labour units;
- ix) The avoidance of reduction of visual intrusion; and
- x) 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.

This Terms of Reference have been compiled in accordance to the requirements of the Environment Management and Coordination Act (EMCA), 1999 of Kenya and the Environmental Impact Assessment and Audit Regulations of Kenya (2003). They will serve to guide the ESIA study to produce an Environmental and Social Scoping/Project and Environmental and Social Impact Assessment Study Reports compliant with EIA guidelines and to correctly inform decision-making on the environmental and social impacts and management requirements of the proposed Project.

4.2.20 EIA Process

Under the requirements of the EMCA, 1999 and the Environmental (Impact Assessment and Audit) Regulations of Kenya, 2003, prior to undertaking or commissioning of any project a proponent is required to undertake and submit an EIA scoping/project report to the National Environment Management Authority for review and approval. The Environmental Impact Assessment study is to be undertaken to determine the potential environmental impacts of this project and where appropriate design mitigation measures for the adverse impacts.

The main focus of the EIA is to predict environmental impacts (i.e., both positive and negative) that may result from the proposed Project or from the null alternative or Status Quo, and their potential significance. Predictions must consider all aspects and phases of the proposed Project/ Status Quo, and any indirect environmental effects, cumulative environmental effects, and any environmental effects that may result from accidents or malfunctions. In addition, potential effects of the environment on the proposed Project/Status Quo must be predicted.

4.2.21 The Consultant shall prepare a Comprehensive Environmental and Social Scoping/Project Report as per Part II of the Environmental (Impact Assessment and

Audit) Regulations, 2003. The Environmental and Social Scoping/Project Report will outline the major items to be considered before implementation and preparation of an Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP) for the proposed Project. The Consultant will further provide related cost estimates for the implementation of the ESMP.

The Consultant will carry out the following tasks among others:

- (i) Review and assess the bio-physical and socio-economic environment of the study area and identify constraints that will have to be addressed during implementation of the Project;
- (ii) Review national environmental and social legislation, administrative and regulatory frameworks and international conventions and treaties relevant to the proposed Roads Project and identify legal requirements that will have to be taken into account;
- (iii) Identify potential adverse environmental and social impacts due to the implementation of the proposed Roads Project and the mitigation measures to be taken during and after implementation of the project;
- (iv) Prepare an action plan for the prevention and management of possible accidents during the proposed Roads Project cycle;
- (v) Prepare a plan to ensure the health and safety of the workers and neighbouring communities;
- (vi) Seek the views of the public regarding the proposed Project;
- (vii) Identify and discuss potential alternatives and recommend one that is environmentally and socially sustainable in the long run;
- (viii) Propose capacity building measures for environmental and social management under the implementation of the ESMP as appropriate, including cost estimates;
- (ix) Assist the Client in following up NEMA approvals; and
- (x) Any other information the Authority (NEMA) may require.

A comprehensive Environmental and Social Scoping/Project Report shall be prepared by an Environmental Impact Assessment Expert registered as such under the Environmental (Impact Assessment and Audit) Regulations, 2003.

In preparing a comprehensive Environmental and Social Scoping/Project Report, the Consultant shall pay particular attention to the issues specified in the Second Schedule of the Environmental (Impact Assessment and Audit) Regulations, 2003.

The Environmental Scoping/Project Report shall be submitted with the **Preliminary Designs** to the Client for onward submission to NEMA.

4.2.22 As stipulated in Regulation (3) of the Environmental (Impact Assessment and Audit) Regulations, 2003, if the Authority (NEMA) finds that the project will have a significant impact on the environment, and the project report discloses no sufficient mitigation measure, NEMA shall require that the proponent undertake an Environmental Impact Assessment Study in accordance with the Environmental (Impact Assessment and Audit) Regulations, 2003.

The Consultant will therefore be required to carry out the following tasks among others:

- (i) Develop a Terms of Reference with information gathered during the scoping exercise and NEMA comments, as per the NEMA guidelines for the

preparation of the Terms of Reference for an Environmental Impact Assessment Study Report. The Terms of Reference shall be submitted to NEMA through the Client for approval;

- (ii) Conduct Environmental and Social Impact Assessment Study in accordance with the NEMA approved Terms of Reference;
- (iii) Conduct an Environmental and Social Impact Assessment Study in accordance with the general environmental impact assessment guidelines and sector environmental impact assessment guidelines set out in the Third Schedule of the Environmental (Impact Assessment and Audit) Regulations, 2003;
- (iv) Take into account environmental, social, cultural, economic and legal consideration, and shall – identify the anticipated environmental impacts of the project and the scale of the impacts; identify and analyze alternatives to the proposed Project including project site, design and technologies and reasons for preferring the proposed site, design and technology; propose mitigation measures to be taken during and after the implementation of the Project; and develop an environmental and social management plan with mechanisms for monitoring and evaluating the compliance and environmental performance which shall include the cost of mitigation measures and the timeframe of implementing the measures;
- (v) Seek the views of the persons who may be affected by the proposed Project in consultation with NEMA;
- (vi) Describe the potentially affected environment;
- (vii) Assist the Client in following up NEMA approvals; and
- (viii) Any other information the Authority (NEMA) may require.

The Environmental and Social Impact Assessment Study Report shall be submitted to the Client for onward submission to NEMA.

4.2.23 The Consultant shall also prepare the ESIA report in accordance with the environmental policies, guidelines and procedures of the National Environmental Management Authority (NEMA), as well as in accordance with the International Environmental Conventions signed by the government.

4.3 STAGE 3: DETAILED ENGINEERING DESIGN

4.3.1 After approval of the preliminary design of the project road by the General Manager (Design & Construction), the Consultant shall proceed with the Detailed Engineering Design for the construction of the project road, complete with cost estimates and bidding documents on the basis of standards agreed upon with the Director (Urban Roads Planning and Design). These shall be as required for the Government to call for tenders and in such further detail as may be required for the construction work to be carried out by contract. The detailed Engineering Design work shall include but not be limited to:

- i. Staking out in the field the approved alignment: field survey of cross sections at regular 20 metre intervals, or 10 metres where the terrain is difficult and the Director (Urban Roads Planning and Design) so directs. If this field survey proves the necessity of amendments in the alignment, the Consultant shall propose such amendment and re-stake the centreline.
- ii. Preparation of plan and profile drawings containing the approved alignment done to an appropriate scales whose original and design levels are legible. Contour lines shall be at appropriate vertical intervals depending on topography of the area but not more than 1m. The accuracy shall comply with the Road Design Manual.

- iii. Topographic survey indicating road edges and all structures along the road and preparation of site plans of all major structures and major junctions to the scale 1:500 with 0.5m contour intervals.
- iv. Where necessary, preparation of detailed Land acquisition Plans at an appropriate scale with details of plot numbers, plot owners and the exact area to be acquired per plot. The consultant shall also prepare a schedule for all the encroachments and illegally acquired land along the road corridor with details of plot owners, plot numbers and the nature of encroachments.
- v. The coordinates of all points shall be tied to the National Survey Grid, Universal Transverse Mercator (UTM), and Arc 1960 datum. Bench marks and levels must also be tied to the National grid.
- vi. Preparation of overlay of topographical data and cadastral data at appropriate scale to determine encroachments
- vii. Field survey and laboratory investigation of the materials along the proposed alignment in order to determine the suitability of these materials for road formation and/or pavement construction. Further survey and investigation of potential borrow pits and quarries for earthworks and pavement construction as specified in the Road Design Manual Part III. Preparation of a Materials Report with sufficient detailed information and test results from the above and including pavement design and appropriate recommendations.

Field surveys

- 4.3.2 The Consultant shall carry out the necessary surveys in order to establish the specific alignment and to determine the accurate centreline for a corridor. The centreline shall be set out, cross-sectioned, and benchmarks established. No major deviations from the alignment recommended in the preliminary engineering study shall be made without the approval of the Director (Urban Roads Planning and Design). The consultant shall be responsible for the accuracy of all survey data and established benchmarks and must be within the standards defined by the Survey Act.
- 4.3.3 The alignment shall be connected to the National Grid System (U.T.M) by establishing a traverse network along the proposed road. This network shall be connected to the Survey of Kenya network, preferably data of the first order trigonometric stations. To this end a secondary network of Traverse Points (T.P) shall be established with side lengths of approximately 150 metres to the primary network.
- 4.3.4 The Consultant shall then carry out works as necessary for the detailed design of the proposed works, for the estimation of quantities to an accuracy of +/- 10% of final quantities as measured on completion of the works, excluding any approved variations of the contract, and preparation of bidding documents suitable for competitive bidding.
- 4.3.5 The following engineering investigations shall be carried out:-
 - a) Ground reconnaissance survey to locate the position of the road and related town/market roads, and to indicate them on a plan.
 - b) Concreted beacons shall be firmly sited, referenced and shall be as agreed by the Director (Urban Roads Planning and Design).and in accordance with the survey Act.

- c) The geometric characteristics of the centre-line shall be computed and defined. Staking-out data will also be given for points at the regular intervals along the curves and the longer tangent alignments. Vertical alignments will be defined and computed. The consultant shall be responsible for the accuracy of the setting out data up to the pre-construction stage and will be required to set out the road with the client's surveyor.
- d) Detailed site investigations and hydrological surveys shall be carried out at all bridge and box culvert sites, including a sufficient length upstream and downstream to enable the hydraulic design of the structure to be carried out. All topographical surveys undertaken by the Consultant shall be to generally accept international standards for such work, and after approval by the General Manager (Design & Construction), shall become recorded in standard survey field books that shall become the property of the Government at the completion of the work.
- e) All topographical surveys undertaken by the Consultant shall be to the generally accepted international standards for such work, and after approval by the General Manager (Design & Construction), shall become recorded in standard forms both hard and soft copies and shall become the property of the Government at the completion of the work. The survey should be able to indicate details of up to 100m radius in all junction centrelines.
- f) Land acquisition plans in both soft and hard copies and reports shall be prepared accurately to the standards defined by the Survey Act Cap 299, the Land act 2012 and Land Registration Act 2012.

The consultant shall identify locations of all existing services such as telephone lines, electricity poles including underground cables, water mains, sewer lines, KDN cables etc, which falls within the right of way or the approved construction corridor. Copies of book of drawing indicating the location of these services and their UTM coordinates shall be submitted together with preliminary and detailed design reports. 6 No. of copies shall be submitted at each stage. The consultant may use appropriate technologies to achieve this including the use of Ground Penetrating Radar (GPR)

Soils and Materials investigation

- 4.3.6 A review shall be made of all existing relevant data followed by a general Study of the soils and materials along the route. The Consultant shall make detailed soils investigations along the road alignment in accordance with the Road Design Manual Part III.
- 4.3.7 Boring (or any similar methods) shall be carried out along the proposed alignment to determine rock surface levels.
- 4.3.8 At bridge sites and for other major structures, sub-surface conditions shall be investigated by trenching, hand auguring, and/or drilling as required including the taking of undisturbed samples. Seismic investigation shall be carried out if considered necessary by the Consultant. Allowable bearing pressures of sub-surface stratum shall be determined at proposed foundation levels of structures.
- 4.3.9 Investigation for sources of construction materials for pavement structures shall also be carried out, and sites of suitable materials surveyed and shown in the engineering plans. Analysis and testing shall be carried out as required on the construction materials, in accordance with the Road Design Manual part III.
- 4.3.10 Construction samples shall be tested as per Road Design Manual Part III.
- 4.3.11 Soil and materials borrow areas shall be prepared showing exact locations of all construction materials available with an indication of their quantities.

Drainage and Bridge Site Investigation

- 4.3.12 Hydrological studies shall be carried out on all drainage structures by use of available maps and field investigation.
- 4.3.13 The catchment area, run-off coefficient, hydraulic slope and Design flood discharge for the appropriate return period shall be determined for each drainage structure, and the corresponding water level established.
- 4.3.14 Cross-sections and gradients of water courses shall be surveyed to determine the design of proper drainage and erosion control of the roadway and the protection of slopes.

Geometric Design Requirements

- 4.3.15 The horizontal alignment of the road centreline shall be determined by study of the optimum alignment between control points specified as a result of the engineering investigations. Points at even increments of lengths of 20 metres along the centreline, tangent points, and such other critical points as shall be required, shall be fully defined relative to stations on the baseline by coordinates and offsets suitable for setting out the centreline. All points shall be coordinated to the National Survey Grid System (UTM) to which the road shall be referenced. Cross-sections shall be taken along the length of the road centreline and levelled at each 20 metres and at any local abnormalities in topography.
- 4.3.16 The vertical alignment shall take into account the design standard adopted, while optimizing the earth works involved. There shall be coordination between horizontal and vertical alignments to the extent possible. Due consideration shall be given to road safety standards in carrying out these designs, e.g. excessively long straights in the design of the horizontal alignment and ensuring balanced design between horizontal and vertical curves.
- 4.3.17 The design shall incorporate all the environmental aspects identified in the preliminary design and the Consultant shall investigate whether there might be any possible impact on the environment, and make proposals for remedial measures.

Earthworks and pavements

- 4.3.18 Engineering analysis shall be undertaken using the results of the soils and the materials tests, to determine the gradients of the slopes, compaction requirements, pavement design, and other engineering treatment dictated by the natural materials.

Drainage and Bridge Design

- 4.3.19 All existing data and the result of the field investigations for soils, foundations, hydrology, etc., shall be assessed and used as a basis for the design of drainage and bridge structures. Detailed hydraulic computation and structural designs shall be fully documented.

4.3.20 Detailed designs shall be prepared for all drainage structures having spans of 10 metres or greater. Structures of spans less than 10 metres shall be specified as standard type structures, which shall be fully designed.

4.3.21 Bridges shall be designed to a width and loading as agreed with the Director-(Urban Road Planning & Design)

Traffic Engineering Design

4.3.22 A detailed traffic engineering analysis shall be prepared to specify the design of necessary traffic control features. This analysis shall include detailed traffic assignments, including where appropriate design traffic forecasts for major intersection. Based on the traffic assignments, the Consultant shall conduct intersection capacity analyses and related traffic studies to determine the location of signs, signals as necessary, pavement markings, and other control features.

Construction Water

4.3.23 The Consultant shall review existing sources, and shall identify additional supplies of construction water, and on this basis shall provide information on the quantities and quality of the water required and available for construction.

Engineering Plans

4.3.24 The Consultant shall prepare the following engineering plans for the project, using a format and title sheets as required by the General Manager (Design & Construction), the originals becoming the property of the Government:

- a) Plan and Profile, scales, 1:2,500 and 1:250 showing natural ground levels; horizontal and vertical curve details; running chainages; cross-section chainages; side drain location; description and reference to all drainage and bridge works location of benchmarks; location of road furniture; contour lines superimposed on plans; any other relevant information approved by the Director-(Urban Road Planning & Design)
- b) Typical cross-sections, scales 1:25 showing: all details of road cross-sections in cut and fills; side drains; pavement thickness camber super-elevation; and pavement widening.
- c) Cross-section, scale 1:50 showing: natural ground levels superimposed with the road prism at selected locations to be agreed upon with the Director-(Urban Road Planning & Design)
- d) Typical culverts showing: details of all types of culverts and other drainage structures with opening less than 12 m² their inlets and outlets, and any necessary protection work.
- e) Major structures: detailed engineering design plans shall be produced at appropriate scales for all bridge structures with spans of 10 metres or greater, including, inter-alia, contoured site plans, sub-structure and foundation details, protective or ancillary works, and bar bending schedule.
- f) Soil plan: an alignment soils plan shall be produced showing the characteristics of soils for various sections of the route. A plan showing the locations of borrow and quarry sites shall also be produced, including a materials utilization chart.

- g) Ancillary works: A plan for all other ancillary works shall be prepared.
- h) Maintenance of traffic: plan a detailed scheme for maintenance of traffic flow shall be developed to ensure that vehicle and pedestrian traffic is properly handled during the construction period. This plan shall include details of the location and design of by-pass lanes temporary structures, barriers, signing, signals and other physical features necessary to accommodate traffic flow during construction. In addition to the operations plan, the Consultant shall prepare a traffic operations plan detailing the construction sequencing plan detailing the announcements, use of traffic control devices and other activities designed to minimize traffic disruption.
- i) Land acquisition plans: these shall be to a scale of 1:2500 and shall indicate all the plot boundary intersections with the proposed road reserve and accurate to 1 m. They shall also be accompanied by a list showing the plot numbers affected, owners' names and area to be acquired.

Construction Quantities

- 4.3.25 The calculated quantities for the items of construction shall be based on the final design drawings. The earthworks quantities shall be derived from calculations based on the field cross-sections taken along centreline and is in accordance with accepted methods of measurement, which shall be agreed with the Director (Urban Roads Planning and Design). A detailed Bills of Quantities shall be prepared generally corresponding to the relevant sections of the Standard Specification, and including contingencies and escalation of price elements.

COST ESTIMATES

- 4.3.26 The Consultant shall estimate likely ruling bill rates applicable to the proposed time of construction, showing how these were arrived at. In order to make a fair and reasonable estimate of the cost of the road, the Consultant shall prepare a unit price analysis of each item using basic costs elements (labour, materials, equipment, tools, overheads, on-site costs, profit etc.), and showing separately the cost of all taxation (direct or indirect). In addition the cost of supervision of construction by Consultants shall be analysed on a unit price basis and included in the overall cost estimates. The estimated financial costs resulting from this analysis shall be accurate to within +/- 10%, and shall be compared with the costs of previous projects or similar works executed in the area and adjusted accordingly. The rates of previous projects may be obtained from the Director (Urban Roads Planning and Design). The estimates for the right-of-way acquisition shall be made on the basis of the unit prices to be furnished by the Commissioner of Lands for each type of land and property utilization.
- 4.3.27 In order to assist in evaluating the required construction period and forward budget needs, the Consultant shall prepare a construction schedule for the proposed construction contract showing the anticipated annual expenditure. Due account shall be taken of the climatic and other conditions of the area which may have an influence on the construction schedule.

Resettlement Action Plan (RAP)

The Consultant will be required to prepare an "RAP" in accordance with the relevant Kenyan legislations.

Consultant will be required to carry out the following among others in preparing an RAP for the proposed Project:

- a. **Screening:** The Consultant will be required to carry out the screening of the proposed Project site and identify eligible interests for involuntary resettlement;
- b. **Census of Affected Parties:** The Consultant will identify all affected people and determine their legal status, socio-economic status and their affected assets. The census will identify all categories of affected people including:
 - (i) Affected individuals – An individual who suffers loss of assets or investments, land or property, or access to natural and/or economic resources as a result of the development and to whom compensation is due. This could include individuals owning or using structures on the site, owners of businesses run from the site or people using the land for farming or other purposes.
 - (ii) Affected households – Affected households will include other people affected by occupation of land for the development. A “household” may include: men, women and children who live with, and dependent relatives and friends, and tenants of affected individuals; relatives or other vulnerable individuals (e.g. the elderly, the ill, people who cannot participate in production, consumption, or co-residence for cultural reasons) who depend on the household for their daily existence; and relatives who may not eat together but undertake housekeeping and other domestic chores.
 - (iii) Affected local community – A community is affected if the development affects their socio-economic and/or socio-cultural relationship or cohesion.
- c. **Survey of socio-economic status and preparation of asset inventory:** The Consultant will undertake a socio-economic survey and asset inventory to collect data about the affected people and their assets including:
 - (i) Number of persons living on or using the site and the size of their relationship group.
 - (ii) Demographic information about the affected people and the information about their economic activities.
 - (iii) The area of land occupied and its use.
 - (iv) Number, type, size and condition of houses to be affected.
 - (v) Number, type, size, condition and use of other structures to be affected.
 - (vi) The details of any businesses affected and of their turnover and incomes generated.
 - (vii) Whether property is owned, rented or illegal/squatter.
 - (viii) Area and type of cultivated land and numbers and types of trees to be affected.
 - (ix) The area, growing status and condition of any crops or trees.
 - (x) Any community uses or informal public uses of the land (e.g. as a meeting or play areas)
 - (xi) Any other uses of land; and
 - (xii) Productive assets affected as a percentage of the total productive assets of affected people.
- d. **Cut-off date:** Eligibility for compensation will be determined by the cut-off date. The census and survey to be conducted by the Consultant is expected to identify all affected parties with interests in the site before the cut-off date to avoid unnecessary and sometimes fraudulent claims and compensation. The Consultant will be required to communicate to users of the land by formal notification in writing and in person in the presence of the community leaders or

their representatives and by appropriate means. Where it is not clear who is using the land, the consultant will be required to liaise with the community leaders and representatives to help in identifying and locating the land users and to let them know about the cut-off date and its significance.

- e. **Valuation of affected assets and agreement on proposed action:** The valuation of land and assets to be acquired under Kenyan law is usually undertaken by a Collector of Compensation appointed by the Ministry of Lands. The Consultant shall be required to liaise with the Ministry of Land on this.
- f. **Public consultation and participation:** Consultation and participation by the affected communities and individuals is an essential element of the land acquisition/compensation and resettlement process. Throughout the process there must be adequate consultation and involvement of the local communities and the affected persons. The Consultant shall be required to consult with the affected persons, and make them aware of, and understand:
 - (i) The plans for development of the site.
 - (ii) Their options and rights pertaining to resettlement and compensation.
 - (iii) Technically and economically feasible options and alternatives for resettlement.
 - (iv) The process of and proposed dates for resettlement and compensation.
 - (v) The availability of the compensation at full replacement cost for loss of assets and services; and
 - (vi) Other measures to maintain or improve their living standards.

They must also be made aware of, and have access to a grievance mechanism which they can use if dissatisfied with resettlement and compensation process.

- g. **Policy, legal and regulatory framework:** The Consultant will be required to review the relevant policy, legal and regulatory framework and incorporate in the RAP report.
- h. **Project description:** The Consultant will be required to describe the project and incorporate in the RAP report.

The abbreviated RAP will contain among others:

- (a) Description of the Project.
- (b) Institutional responsibilities for the implementation including membership of the local resettlement and compensation committee.
- (c) Identification of affected persons.
- (d) Identification and valuation of assets.
- (e) Results of consultations with displaced people about acceptable alternatives.
- (f) Description of the compensation and other resettlement assistance to be provided.
- (g) Procedures for grievance redress.
- (h) Policy, legal and regulatory framework.
- (i) Baseline socio-economic data.
- (j) Arrangements of monitoring and implementation.
- (k) Timetable and budget.

The RAP report will be submitted to the Client for implementation.

Bidding and Contract Documents

- 4.3.28 The Consultant shall prepare the following bidding and contract documents for the project road together with any related town/market roads as necessary and any other required by the Director-(Urban Road Planning & Design)
- a) Pre-qualification questionnaire and notice according to a format instructed by the Director-(Urban Road Planning & Design)
 - b) Instruction to Tenderers, general information, list of equipment, work programme, form of tender guarantee, etc;
 - c) Form of Tender, Form of Performance Guarantee, and Form of Agreement;
 - d) General Conditions of Contract, and Special Conditions of Contract;
 - e) Drawings;
 - f) Special Specifications for the execution of the work
 - g) Bills of Quantities for each of the junctions and missing links.
- 4.3.29 Tender drawings shall be submitted in A3 size (photo-reduced from the original A1 size). All other documents shall be submitted in A4 size. In addition, the Consultant shall submit the engineering investigation, analysis, design materials reports and other relevant information.

5.0 REPORT AND TIME SCHEDULE

5.1 Commencement

- 5.1.1 The Consultant shall commence the study as specified in Clause 5.9 of Appendix “A”.

5.2 Reports

- 5.2.1 The Consultant shall prepare and submit to the Director (Urban Roads Planning and Design).the following reports. All reports shall be in English and prepared on A4 metric size paper:

Stage 1: Preliminary Design

- a) **Inception Report**: – 10 copies.

This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the contract of the preliminary design.

- b) **Progress Reports**: – 10 copies.

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. These 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.

c) **Preliminary Design Report– 10 copies**

This shall incorporate all revisions deemed necessary arising from comments received from the General Manager (Design & Construction), following discussions and agreement between him and the Consultant from time to time. It shall include a concise executive summary in which the project design standards and cost estimates shall be shown clearly.

Stage 2: Detailed Engineering Design

d) **Progress Reports–10 copies:**

These shall be prepared at monthly intervals after commencement date, and shall detail all work performed during the reporting period. They shall contain advanced conclusions 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.

e) **Draft Final Report:**

This shall summarize the findings, analyses, results and recommendations of the detailed engineering design, and shall contain all supporting material.

The following draft documents shall be submitted to the Director (Urban Roads Planning and Design).for his approval, prior to the production of Final Documentation:

	No. of Copies
Draft Final engineering Report	10
Draft Final Materials Report	10
Draft Final Book of drawings (A1)	10
Draft Tender Document	10
Draft Engineer’s Estimate	2
Land Acquisition Plans	2

All Draft documents shall be clearly marked as such, preferably in red on the cover of each document and on each separate drawing. The date of submission shall also be printed on the cover.

f) **Final Report:**

This shall incorporate all revisions deemed necessary arising from comments received from the General Manager (Design & Construction), following discussions and agreement between him and the Consultant.

Preparation of the final documentation shall include the following numbers of reports and drawings, which shall be submitted to the Director-(Urban Road Planning & Design)

- Final Engineering Report: - 10 copies
- Factual Materials Report for Tender purpose without opinions or interpretation of Results: - 10 copies.
- Materials Report - 10 copies.
- Final Book of Drawings (A3 size) as plan and profile drawings, mass haul diagram, cross-sections, layout of junctions, traffic signs, road marking, standard drawings for Resident Engineer staff housing and offices, etc – 35 copies.
- Tender Document including Bills of Quantities, Special Specifications, Conditions of Contract, Instructions to Tenderers and Conditions of Tender, all as necessary for the proper solicitation of tenders – 35 copies
- Land Acquisition plans – 2 copies to Director (Urban Roads Planning and Design).and 6 copies to Commissioner of Lands.
- Computer output of all setting out data: - 2 copies
- Engineer’s Cost estimates: - 4 copies.

All documents must be submitted with 2 copies of CD-Rom.

A certificate shall be issued after an inspection committee certifies that the consultant has fulfilled his contractual obligation in accordance with Clause 3 and 6 of the Conditions of Contract.

Schedule I: Proposed Time Schedule for Design

ACTIVITY	MONTHS								
	M 1	M 2	..Mn	M(n+1)	M(n+2)	M(n+3)	M(n+4)	M(n+5)	M(n+6)
Inception Report									
Comments KURA									
Preliminary Design Report									
Comments by KURA									
Draft Final Design Report									
Comments by KURA									
Final Design Report									

Records of Documents

5.2.2 After delivery of all final documentation, the originals of the following documents are to be deposited with the Director-(Urban Road Planning & Design)

- 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 there from 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 a Flash Disc/CD

5.3 Time Schedule

The complete design and documentation shall be completed within the duration of the assignment as specified under clause 3.3(iii) of Appendix “A”. All reports shall be completed and forwarded to the Director (Urban Roads Planning and Design).within the period specified under the “Time Schedule Table for Design” under clause 5.2 above. The Consultant shall allow for one (1) month for comments and discussions with the Director (Urban Roads Planning and Design).between submission of each report in accordance with “**Schedule 1: Proposed Time Schedule for Design**”. The Consultant shall then prepare the final design and documentation within the last one month of the assignment period.

The Consultant should be prepared to attend meetings with the Client to discuss the assignment at any stage.

6.0 OBLIGATION OF KENYA URBAN ROADS AUTHORITY

6.1 Documents and Reports

6.1.1 Kenya Urban Roads Authority (KURA) shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of maps, manuals and other documents. The following will on request be supplied by the Director (Urban Roads Planning and Design).to the Consultant who will be awarded the consultancy: -

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

Historical 60 – point traffic census data for the road network in the area of the works.

6.2 Liaison

6.2.1 The Roads Department 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.

6.3 Taxes and Duties

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

7.0 REQUIREMENTS

7.1 .STAFF REQUIREMENTS

The Consultant shall provide the following staff required for the performance of the duties described above:

The profiles of the key experts to be provided by the Consultant for this assignment are as follows:

Key expert 1: Project Director

Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a Registered Engineer with Engineers Registration Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc.

General professional experience

A minimum of 10 years practical post-registration experience

Specific professional experience

Must have extensive broad experience in highway design and works contract administration and more specifically have recent service as a Project Director/Project Manager on at least one bridge design contract of comparable magnitude. Knowledge of FIDIC contract procedures is desirable. Previous experience on road projects in East Africa will be an advantage.

Key expert 2: Highways Engineer

Qualifications and Skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc.

General professional experience

A minimum of 12 years practical post-registration experience in road projects

Specific professional experience

At least 15 years of recent experience in geometric design of roads using the latest highway design computer applications and modern topographic survey equipment. Must be able to prepare road geometric design drawings, and carry out estimation of quantities and write technical specifications. Experience on road projects in East Africa will be an advantage.

Key expert 3: Structural

Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Registration Board of Kenya or equivalent, such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc.

General professional experience

A minimum of 12 years practical post-registration experience

Specific professional experience

Experience in structural analysis and design and construction of bridges and minor road drainage structures including urban drainage systems. Should be familiar with latest Computer Aided Design applications.

Key expert 4: Hydrologist

Qualifications and skills

Must possess University Degree BSc (Civil Engineering), Water Resource Engineering /or
A minimum of 10 years practical experience .

Key expert 4: Materials Engineer

Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya or equivalent such as the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc

General professional experience

a minimum of 12 years practical post-registration experience in road projects

Specific professional experience

Must have relevant experienced in soils and materials sampling and testing for large road construction contracts. Experience with analytical pavement evaluation methods is desirable. Previous experience on road projects in East Africa will be an advantage.

Key expert 5: Geotechnical Engineer

Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya or equivalent such as the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc

General professional experience

a minimum of 10 years practical post-registration experience in road projects

Specific professional experience

Must have relevant experienced in soils and materials sampling and testing for large road construction contracts. Experience with analytical pavement evaluation methods is desirable. Previous experience on road projects in East Africa will be an advantage.

Key expert 6: Surveyor

Qualifications and skills

Must possess University Degree of BSc (Survey & Photogrammetry) or equivalent and be registered with the Institute of Surveyors of Kenya or equivalent such as Chartered Surveyor of the Royal Institute of Chartered Surveyors (U.K.) etc.

General professional experience

A minimum of 15 years practical post-qualification experience in road projects

Specific professional experience

At least 10 years of recent experience in carrying Engineering Survey of large road projects using the latest electronic survey equipment including GPS, Total Stations and associated computer applications. Experience on road projects in East Africa will be an added advantage.

Key expert 7: Traffic Engineer

Qualifications and skills:

University degree in Civil Engineering or Transport engineering discipline and and be registered with Engineers Registration Board of Kenya or equivalent such as the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc

General professional experience:

Minimum 10 years of combined international post-qualification experience in the areas of Traffic Engineering, Traffic Planning and Management.

Specific professional experience:

Extensive knowledge of Traffic Engineering. Working experience as Traffic Engineer on major donor funded projects as well as previous experience with Transportation Planning is highly desirable.

Key expert 8: Transport Modelling Expert

Qualifications and skills:

Qualified civil engineer with at least a Bachelor's Degree and registration with recognized professional institution; or equivalent professional experience of at least 10 years.

General professional experience:

At least 10 years combined international post-qualification experience in Traffic Modelling and planning is necessary.

Specific professional experience:

Must have proven experience and extensive working knowledge of latest traffic modelling approaches and tools.

Key expert 9: Environmentalist (short term input)

Qualifications and skills

Must possess University Degree (BSc in Environmental Management). Or equivalent and be licenced by NEMA as a Head Expert in Environmental Impact Assessment and Environmental Audits.

General professional experience

A minimum of 15 years practical post-qualification experience.

Specific professional experience

Must have broad experience in Environmental Assessment and Environmental Audits of at least one highway construction project of comparable magnitude

Previous experience on road projects in East Africa will be an added advantage.

Key expert 10: Sociologist (short term input)

Qualifications and skills:

Must possess a Bachelor's Degree in Social Sciences and be an accredited member of an internationally recognized professional body; or equivalent professional experience of at least 10 years.

General professional experience:

Minimum of 7 years of combined international post-qualification experience in social sciences

Specific professional experience:

Must have extensive experience in the carrying out Resettlement Action Plans (RAP) of major road projects in urban areas.

Key expert 10: BRT Expert (short term input)

Qualifications and skills:

Must possess a Master Degree in Transportation Engineering and be an accredited member of an internationally recognized professional body with professional experience of at least 12 years.

General professional experience:

Minimum of 7 years of combined international post-qualification experience in BRT Design

Specific professional experience:

Must have extensive experience in the carrying out BRT design of major road projects in urban areas.

Key expert 10: Landscape (short term input)

Qualifications and skills:

Must possess a Master Degree in Landscape architecture and be an accredited member of an internationally recognized professional body with professional experience of at least 12 years.

General professional experience:

Minimum of 7 years of combined international post-qualification experience in Street Design

Specific professional experience:

Must have extensive experience in the carrying out streetscape architecture of major road projects in urban areas.

7.2 WORK SCHEDULE

The consultant shall propose a schedule of activities and corresponding deployment of manpower, which will ensure that all duties entrusted to him/her, will be adequately

performed. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement.

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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: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Subconsultants

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

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 thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional

costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

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

- a. if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Consultant becomes insolvent or bankrupt;
- c. if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- e. if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (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

The Consultant (a) shall take out and maintain and shall cause any sub-

- Out by the Consultant** 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 Delayed 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	The addresses are: Client: _____ Attention: _____ Telephone: _____ Telex; _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: _____ For the Consultant: _____
2.1	The date on which this Contract shall come into effect is (_____) <i>[date]</i> . <i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i>
2.2	The date for the commencement of Services is _____ <i>[date]</i>
2.3	The period shall be <u>12 (Twelve) Months</u> <i>[length of time]</i> .
2.4	The Consultant shall sign a Service Level Agreement with the Client which shall quantify the minimum acceptable service to the Client and the Consultant's performance will be assessed every quarterly during the implementation of the Contract. The format of the Service Level Agreement is attached in Appendix K of this RFP.
3.1	Notwithstanding Clause 3.1 of the GC:-

- i) The consultant shall be held responsible for the accuracy of the data up to the time of implementation e.g. survey data, material investigation, land acquisition, etc
- ii) The consultant shall assist the appointed Resident Engineer in the setting out of the road when construction contract is awarded.

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 design reports to the client.*

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

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

Payments shall be made according to the following schedule:

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the inception report

Thirty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Preliminary Design Report.

Thirty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Draft Final Report.

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Final Report and provision of a certificate of satisfaction by an inspection committee that the Consultant has fulfilled contractual obligation.

Payments in Ksh shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

13.5 Payments will be made within 90 (ninety) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.

13.6 The Consultancy services rendered by the Consultant shall be carried out to the satisfaction of an inspection committee following which a contract completion certificate shall be issued and final payment made under clause 6.2 (b) of the Special Conditions.

IV. LIST OF APPENDICES

- APPENDIX A: CONFIDENTIAL BUSINESS QUESTIONNAIRE (to be inserted)
- APPENDIX B: TERMS OF REFERENCE (to be inserted)
- APPENDIX C: COMMENTS ON TERMS OF REFERENCE (to be inserted)
- APPENDIX D: DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT (to be inserted)
- APPENDIX E: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be inserted)
- APPENDIX F: TEAM COMPOSITION AND TASK ASSIGNMENTS (to be inserted)
- APPENDIX G: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (to be inserted)
- APPENDIX H: ACTIVITY (WORKPLAN) SCHEDULE (to be inserted)
- APPENDIX I: BREAKDOWN OF CONTRACT PRICE IN KSHS (to be inserted)
- APPENDIX J: OTHER SUBMISSIONS
Technical proposal submission form
Firm's References
Financial proposal submission form
- APPENDIX K: THE REQUEST FOR PROPOSALS (to be inserted)