



REQUEST FOR PROPOSAL

Procurement of:

**CONSULTANCY SERVICES FOR:
PREPARATION OF NON MOTORISED TRANSPORT (NMT)
MASTER PLAN AND PRELIMINARY AND DETAILED DESIGNS
FOR**

NAKURU TOWN

TENDER NO: KURA/RMLF/HQ/241/2019-2020

MARCH, 2020

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

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

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SECTION A: - INVITATION TO TENDER

Dear Sir/Madam,

CONSULTANCY SERVICES FOR PREPARATION OF NON MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED DESIGNS FOR NAKURU TOWN

TENDER NO: KURA/RMLF/HQ/241/2019-2020

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

CONSULTANCY SERVICES FOR PREPARATION OF NON MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED DESIGNS FOR NAKURU TOWN

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

The RFP includes the following documents:

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

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

- a) Certified Copy of Certificate of Incorporation in Kenya;
- b) Certified Copy of Valid Tax Compliance Certificate (*Please note that the Tax Compliance Certificates will be verified with the Kenya Revenue Authority and Certificates found not to be in order will lead to the disqualification of the bidder at the preliminary evaluation stage*);
- c) Certified Copy of VAT Registration Certificate;
- d) Certified Copy of CR12 Certificate (valid within the last 12 months);
- e) Curriculum Vitae (CV) of the Proposed Key Staff signed and dated by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages;
- f) Certified Copies of Certificates and Testimonials of the Proposed Key Staff;
- g) Current Work Load;
- h) Litigation History; and
- i) Others as described in this RFP.

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

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

Director General
Kenya Urban Roads Authority
Barabara Plaza, Block D, JKIA
P.O. Box 41727 – 00100 GPO
NAIROBI

Yours sincerely,

Deputy Director-Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION B: INFORMATION TO CONSULTANTS

1. Introduction

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

The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in Appendix “A” for consulting services required for the assignment named in the said Appendix. *A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees.* The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in Appendix “A” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

The Client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2. Clarification and Amendment of RFP Document

- 2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by papermail, cable, telex, facsimile or electronic mail to the Client’s address indicated in Appendix “A”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all interested consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable,

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

- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 The Consultants proposal shall be written in English language.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- a. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants interested for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - b. For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix "A". The proposal shall however be based on the number of professional staff- months estimated by the firm.
 - c. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - d. Proposed professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
 - e. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - (iii) A description of the methodology and work plan for performing the assignment.

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

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;
 - (a) remuneration for staff (in the field and at headquarters), and;
 - (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the

consultants who do not agree have the right not to extend the validity of their proposals, in which case such Proposal will not be further evaluated.

4. Submission, Receipt and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE.**”
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

5 Proposal Evaluation General

- 5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Appendix “A”. Any effort by the Consultant to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

Evaluation of Technical Proposals

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.3 The Tender Evaluation Committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:-

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

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

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

Public Opening and Evaluation of Financial Proposals

- 5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend.
- 5.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The Tender 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 = 1) indicated in the Appendix.

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

6. Negotiations

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants, who had bid, 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.

3.7

Taxes:

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

4.2

Consultants **MUST** submit *1 (One)* original and *2 (Two)* additional copies of each proposal.

4.3

The proposal submission address is:

**Director General
Kenya Urban Roads Authority
Barabara Plaza Block D
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844**

The outer envelope shall also be clearly marked:

**CONSULTANCY SERVICES FOR PREPARATION OF NON
MOTORISED TRANSPORT (NMT) MASTER PLAN AND
PRELIMINARY AND DETAILED DESIGNS FOR NAKURU TOWN**

TENDER NO: KURA/RMLF/HQ/241/2019-2020

4.4

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

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

5.1

The address to send information to the Client is:

**Director General
Kenya Urban Roads Authority
Barabara Plaza Block D
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844**

5.3

The minimum Technical Score (ST) required to pass is **75%**. Any bidder scoring less than **75%** shall be disqualified. Any bidder not providing any of the required documents shall be disqualified.

5.9

All the technically qualified bidders will be notified to participate in Financial Bid opening process. The financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at KURA's discretion. The price bid shall include all levies and shall be in Kenya Shillings and mentioned separately. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of other Proposals will be computed as follows:

$S_f = 100 \times F_m/F$, where F = Amount of Financial Proposal

7.2 Combined and Final Evaluation

Proposals will finally be ranked according to their combined score (S) consisting of technical (ST) and financial (SF) scores as follows:

$$S = S_t \times 0.7 + S_f \times 0.3$$

The Selected Bidder shall be the first ranked Bidder (having the highest combined score)

7.2 Commencement of Assignment: *Fourteen days after order to commence*

APPENDIX “B”

EVALUATION GRID

METHODOLOGY AND ORGANISATION

a) Firm’s experience and organization

A	1 Project	03	10
B	2 Project	06	
C	>3 Project	10	

b) Technical Presentation

A	Comments on Terms of Reference	10	40
B	Methodology, Activity Schedule and Work plan	30	

Total score for Methodology and Organization

50

KEY PERSONNEL

	Personnel	Qualification	Required experience	Score	
A	Project Director / Team Leader	Master In Civil Engineering/ Urban Design/ Architecture	15 Years of experience in Field of Urban Design/ Planning	12	50
B	Urban Planner	Graduate Civil Engineer/Architect. In addition shall possess Master’s degree in Urban Planning/Designing.	8 years in consultancy and advisory assignments in urban transport planning / NMT planning/Public transport planning	7	
D	Transport Engineer	Masters in Transport Engineering	8 Years of experience in Relevant Field.	6	
E	Landscape Architect	Graduate in Landscape Architecture	8 Years of experience in designing public spaces.	5	
F	Land Surveyor/GIS Expert	Graduate in Engineering Surveying or equivalent	5Years of experience in relevant field	5	
G	Social and Environmental Expert	Graduate in Social Work/Sociology/Environmental Studies	8 Years of experience in relevant field	5	
H	Structural Engineer	Graduate in Civil /Structural Engineering	5 Years of experience in design of pedestrian bridges	5	
G	Drainage Expert	Graduate in Civil or Environmental Engineering	5 Years of experience in designing urban drainage facilities.	5	

Total Score for Key Personnel

50

The weightings for scoring the Key Personnel shall be based on Qualification and Skills (25%), General professional experience (25%) and Specific professional experience (50%)

A', 'B' are mandatory personnel to be part of firm of the single bidder or the lead member in case of JV/consortium. 'C', 'D', 'E' can be part of other member firms in case of JV/consortium or sub-consulted.

SECTION C: TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

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

(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

[*Authorized Signature*]:

[*Name and Title of Signatory*]

[*Name of Firm*]

[*Address:*]

(ii). FIRM'S CURRENT WORKLOAD

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

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

Firm's Name: _____

Name and Title of Signatory; _____

(iii). FIRM'S REFERENCES

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

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

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

*** Attach Correspondences**

Firm's Name: _____

Name and title of signatory; _____

(iv) COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

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

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

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

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

(vi) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vii). FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

(viii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(ix). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

	M1	M2	M3	M4	M5	M6
Activity (Work)						

(b). Completion and Submission of Reports

Reports	Date
Inception Report with Detailed Work Plan	
Needs Assessment Report	
Draft Reports a) Economic Feasibility study report b) Detailed Project Report (DPR) c) EIA Report d) RAP Report	
Final Detailed Project Report	
Progress Reports	

(x). CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name.....

Location of business premises

.....

Plot No..... Street/Road.....

Postal Address..... Tel No.....

Nature of business.....

.....

Current Trade Licence No. Expiring Date.....

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your Bankers.....

Branch.....

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin.....

*Citizenship details.....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public.....

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares**
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(d) - Interest in the Firm:

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

.....
Date

.....
Signature of Authorized Representative

* Attach Proof of Citizenship (Compulsory)

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

*** **Delete as necessary**

SECTION D: FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

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

(i) FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

[Title of consulting services] in accordance with your Request for Proposal dated
(_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of
(_____) [Amount in
words and figures] inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

(ii) SUMMARY OF COSTS

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

(iii) BREAKDOWN OF PRICE PER ACTIVITY

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

(iv) BREAKDOWN OF REMUNERATION PER ACTIVITY

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

(v) REIMBURSABLES PER ACTIVITY

Activity No: _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
5.	Facilitation of Clients' personnel (3 No.) to attend meetings.				
	Per diem	Days			
	Air Travel	Trip			—
	Grand Total				_____

(vi) MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3	Equipment etc.				
4.	Miscellaneous				
5	Grand Total				_____

SECTION E: TERMS OF REFERENCE

This Section contains Terms of Reference

Section E:

**CONSULTANCY SERVICES FOR
PREPARATION OF NON MOTORISED
TRANSPORT (NMT) MASTER PLAN
AND PRELIMINARY AND DETAILED
DESIGNS FOR NAKURU TOWN**

1. INTRODUCTION

1.1. General

KURA through the RMLF funding endeavors to redesign and develop streets in the defined area to be future-ready with focus on both mobility and liveability. The purpose of this project is to engage technical consultants to draft a Master plan for NAKURU TOWN to create city-wide networks for walking and cycling. The master plan will also include a phasing plan that indicates the order in which streets should be redesigned in the future. The consultants shall also identify critical roads and junctions aiding NMT facilities as per his study and carry out a detailed redesign of the roads/ junctions.

1.2. NMT Plan for NAKURU TOWN

Nakuru , is the fourth largest town in Kenya , is also keen to plan for an organised and streamlined system of non-motorised transport modes including cycling and walking which has planned besides motorised modes such as buses. Being affordable and healthy modes of movement of people, walking and bicycling also provide for first and last mile connectivity of the passenger keen to board a metro system. For public transport trips, this is often the access and egress trip. Good access and egress facilities can increase the catchment area for public transport and hence improve on the competition with other modes such as the motor cycle and car and facilitate increase in ridership of the Public Transport System.

1.3. Study Area

KURA intends to develop the NMT Plan for the town and its environs to integrate the motorized public transport based feeder services and NMT infrastructure, up to 2 km from the first feeder service stop.

1.4. Project Objectives

- To create a walking and cycling Master Plan for the city, which will include all potential networks of streets and public spaces to be redesigned and integrated even in the future
- To propose a phasing plan, which specifies the order in which streets will be taken up from the masterplan for redesign in the future
- To provide detailed designs for the street networks within the study area, employing a holistic approach, incorporating mobility and livability elements.
- To ensure that the master plan and street design are based on scientific assessment of needs and behavior of street users, as observed in the surveys as part of this study.

1.5. Selection Criteria

The Consultant selected to undertake the Services shall have had extensive experience in the Urban Designs.

This is a Lumpsum Contract.

2. SCOPE OF WORK

2.1. 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 out their work, the Consultant shall cooperate fully with the concerned agencies of the Government of Kenya, in particular the Project Technical Team of the Kenya Urban Roads Authority, Ministry of Lands, County Government 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.

Preliminary designs and economic analyses shall be prepared separately for each phase.

2.2. Detailed Scope

The Scope of work broadly includes

A) Creation of a Walking and Cycling Masterplan for the city.

- a) Study and map existing and proposed transport and urban infrastructure plans for the city including transit corridors, existing NMT infrastructure, etc. along with Road reserve mapping, street hierarchy and accident hotspots, to identify the primary network of streets
- b) Map key landmarks like schools, markets, parks, religious institutions, etc to identify the secondary network of streets
- c) Map land use and activities to identify streets with unique characteristics as special projects
- d) On-site verification, cyclist surveys and focus group discussions to understand on-ground reality, and issues and concerns from different stakeholders involved
- e) Develop a city-wide master plan for walking and cycling
- f) Create a phasing plan and estimates for each phase; including identifying quick wins to be designed first

B) Preliminary/Draft design for streets within the identified study area

- a) Review of the existing data on the proposed NMT project and social and economic activities in the project study area and producing an economic feasibility study report;
- 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.

C) Detailed design for streets within the identified study area

- g) Study and survey including topography survey, land use, pedestrian and cyclist facilities and movements, parking study, vending and landscape study
- h) Public / Stakeholder Consultation
- i) Detailed designs and drawings
- j) Finalise Schedule of Rates
- k) Bill of quantities
- l) Preparation of Tender Documents for contractors for construction

2.2.1. Details

A) Creation of Non-Motorised Transport Masterplan for given area

a) Study and map existing and proposed transport and urban infrastructure plans to identify primary network of streets

At the commencement of the project the Consultants are recommended to collect and study all relevant reports on transport and urban development projects; and compile spatial information on existing NMT infrastructure, pedestrian networks, mass transit corridors, public transport routes, bus stops, street hierarchy and accident hotspots presented in the reports given by relevant authorities. Particular attention must be given to the Comprehensive Traffic and Transportation Study, Comprehensive Mobility Plan, Multi-modal Integration plans, Comprehensive Development Plan, Parking study, Detailed Development Plan, policy initiatives and guidance, as well as any other transport plans related to the study area provided by National and County Governments. All streets in the Study Area, along with their legal ROWs, should be mapped using GIS or AutoCAD. The consultant should also study other relevant reports which could inform the primary network such as disaster assessment maps, ongoing water bodies projects, solid waste management plans, etc. These engineering parameters should be mapped using the GIS platform or other illustration software. The Consultant should also identify transport system goals that are stated in these reports.

b) Map key landmarks to identify secondary network of streets

The consultant should map landmarks such as schools, colleges, markets, parks, hospitals, religious places, industries, museums, etc. This data will inform the selection of secondary networks which connects the primary network in the master plan.

c) Map land uses and activities to identify special characteristic projects

The consultant should identify and map key land uses and activities such as commercial streets, business districts, shopping stretches, temple streets, etc. which have the potential to become special projects with unique characteristics

All the study compiled thus far in the Inception Report should be approved by KURA

d) On-site verification, cyclist surveys and focus group discussions

Once the maps are prepared, the consultant should verify on ground and cross-check the identified networks to understand how they are used. The consultant should also conduct interviews with cyclists to understand their place of origin and destination along with the preferred route, preferred time of travel, travel distance and purpose. The sample space of interviews should be large enough to be meaningful. The consultant shall conduct at least 3 focus group discussions with women, girls, schools to understand which public spaces they visit frequently or avoid and why, role of design and other measures to improve their experience. The discussions shall be organized to cover the following groups: college/university female students, women in informal settlements or informal women workers, professionals and homemakers and ‘boda boda’ byke riders.

e) Developing a city-wide master plan for walking and cycling

The consultant shall prepare a plan identifying street networks for redesign that is implemented over the years. The output created through this process includes a long-term masterplan for Nakuru Town for walking and cycling, including estimated budget and phasing for implementation. The plan includes identifying primary and secondary networks of streets irrespective of RoW, to provide continuous footpaths, segregated cycle tracks (where possible), safe intersections, proportionately-scaled carriageways, parking bays, safe crossings, etc. The plan will also include certain special projects as an added layer such as greenways, pedestrian-only streets, non-motorised and public transport-priority streets, shared-streets etc. The streets in the master plan can be identified based on following parameters:

Primary network:

Streets along existing/proposed transport corridors and with related hubs such as railway stations, bus terminal/stand, etc. to enhance last-mile connectivity and multi-modal integration.

Secondary network:

- Streets with high visitor intensity for work, education or recreation trips. For instance zones around markets, institution, public spaces, schools, central business district, etc can be considered.
- Streets that connect to institutions like schools, religious places, etc. can also be identified
- Streets surrounded by prominent city landmarks, connecting important landmarks or important heritage zones or a tourist destination.

Special projects:

- Streets that have the potential to transform the image of the city at a national/international level because of its character, location, and association with citizens. This will also attract a large number of tourists.

- Greenways network around water bodies and other ecological hotspots.
- Special projects such as spaces under flyovers and above subways, streets integrated with parks and reclaimed lands, etc.
- Streets with existing NMT infrastructure should be assessed for livability and recommendations of components like street furniture, shade, lighting, etc. to improve livability wherever needed should be made.

Similarly, origin-destination locations and other information identified from cyclist surveys will help create cycle networks. The walking and cycling networks should include intersection redevelopment to ensure integrated street design.

The consultant should provide design concepts for different neighborhoods which will later inform the detailed street design.

f) Create a phasing plan and estimates for each phase; including identifying quick wins

After the creation of the NMT Master Plan, the consultant should develop a phasing plan indicating the street networks which will be redesigned in different phases. The phasing should be done in discussion with KURA, with high-priority networks redesigned first - such as accident-prone streets, streets with high mode share of walking and cycling, streets within a neighborhood, etc. The phases of streets to be redesigned can also be decided based on estimates and available funds. The consultant should also identify streets and projects to be redesigned immediately as quick wins for the KURA. **The identified streets should at least be a total of 5km.**

B) Detailed design for streets within the identified study area

a) Study and survey

The consultant should conduct the following surveys for the streets from the study area. Wherever possible, the data should be recorded using GIS or AutoCAD.

i. Topography Survey

The Consultant shall conduct total-station or equivalent survey to prepare base plans for the streets to be improved. The survey must cover all streets in the package. In the topography survey, all the above ground utilities including electricity overhead lines, utility and feeder boxes, and all other utilities should also be recorded.

ii. Study of land use and activity

The Consultant will compile land use information to help inform street design decisions. Important activity generators adjacent to all Study Area streets, such as shopping areas, theatres, and housing developments, should be identified.

iii. Survey of pedestrian and cyclist facilities

The Consultant will document the quality of existing pedestrian facilities on all streets in the Study Area, noting properties such as the clear width of the footpath, the number of obstructions and the presence of shade at 2 p.m. (from buildings or trees). If cycle tracks are present in the Study Area, a similar survey should be carried out wherever they are present.

iv. Survey of pedestrian and cyclist movement

Surveys shall be carried out to assess non-motorised transport (NMT) user flows at important locations in the study area. The survey shall be from 06:00 to 22:00 on a normal working day. The Consultant will record the number of pedestrians and cyclists moving along the road on important corridors. The actual pedestrian movement lines should be mapped with varying thicknesses indicating various movement volumes. In addition, the consultant will also undertake vehicular traffic counts to enable comparison with NMT users at particular sections.

v. Parking study

A parking study must be carried out to identify parking patterns, demand and occupancy rates, both on street and off-street in public spaces. The parking demand survey shall be conducted for one hour during morning peak and one hour in the evening peak period in such areas. If the street falls under the city's parking management system, the consultant is required to consult the County Government to coordinate the design of parking slots with the Parking Management Plan.

vi. Study of street vending and related activities

The consultant should study vending activities in the identified streets to generate an inclusive design. Information about vending should be collected from the County Revenue Department and all zones within the study area. The survey also should capture social gathering spaces and other activities found in the streets. This information will inform the placement of street furniture and other elements in the final design.

vii. Landscape study

The consultant must make note of all the trees and shrubs in the Study Area. The survey should note the type of trees and their current state. The consultant will coordinate with the Forestry Department in to collect this information. This will inform the placement of additional trees of native species in such a way that the final design results in a well-shaded street.

b) Detailed designs and drawings

i. Line drawings

The Consultant shall prepare line drawings for all streets in the Study Area. Line drawings must clearly show the new kerb line in reference to the road median. The drawing must be complete with dimensions at 2m intervals. Line drawings shall be tested and should be marked on the road with chalk to ensure the survey drawing resembles on site conditions. The Consultant shall monitor the on-site markings and review the design as per site conditions.

ii. Conceptual designs

The Consultant shall prepare detailed street designs for all streets in the Study Area. The design must be consistent with relevant plans, including plans for mass transit networks, multi-modal integration, cycling networks, pedestrian networks, and pedestrian zones. The designs shall be prepared following relevant Street Design Manual for Urban Areas in Kenya, April 2019 guidelines for Pedestrian Facilities.

iii. Street Design

Street designs should include but are not limited to the following elements:

Dedicated pedestrian footpaths.

- Dedicated cycle tracks (if the corridor falls on the cycle priority network).
- Pedestrian crossings, including formal speed table crossings as well as median breaks that serve as informal crossing locations.
- Trees of native species to provide shade for pedestrians and cyclists as well as decorative landscaping, including compensatory afforestation for the trees removed as part of the project.
- Bus stops and transit stops.
- Spaces for street vending.
- Medians.
- Traffic calming elements, where needed to reduce vehicle speeds.
- Physically demarcated on-street parking areas.
- Street furniture, including benches, stools, tables, and other seating arrangements.
- Signage locations.
- Pedestrian refuge islands.
- Carriageways, ensuring that the width remains uniform between intersections.
- Street lighting.
- Storm water drains
- Utility access points.
- The consultant is encouraged to come up with interesting concepts and themes for the streets that correspond to the character identified for that neighborhood.

iv. Intersection design

Intersection designs should promote pedestrian safety through elements such as pedestrian refuge islands, reduced angles of approach, reduced turning radii, and traffic calming. The design of pedestrian crossings at intersections and in mid-block locations should ensure that pedestrians do not need to cross more than 2 lanes at a time. Where extra ROW is available, the Consultant should identify opportunities to improve and/or create plazas, markets, and other public spaces. With support from KURA, the Consultant is expected to discuss on existing and proposed arrangements/ shifting of the utilities above and underground with concerned departments during the preparation of conceptual drawings. The Consultant will submit a plan drawing as well as cross-sections at every 50m. The plans will be submitted in hard copy and electronic format. It must include at least two 3D renderings and photomontages of the design proposal.

v. Draft Conceptual Designs

The draft conceptual designs will be evaluated through presentations to KURA and public stakeholders.

vi. Final Conceptual Designs

The Consultant will prepare Revised Conceptual Designs based on the feedback received from the KURA and stakeholders. The Revised Conceptual Design must be submitted to KURA for approval.

vii. Draft working drawings

Following approval by KURA of the conceptual designs, the Consultant will prepare detailed construction drawings for the Study Area. The designs should include geometric and vertical profiles and should incorporate drainage designs (see below). The designs should include the following components:

- Typical sections at every 50m.
- Street plan.
- List of existing street elements to be demolished.
- Proposed, retained and relocated underground and over ground utility location plans.
- Utility relocation plans (wherever necessary).
- Materials as per Clients specifications.
- Construction details for each element.
- The Draft Working Drawings must be submitted to the Client for approval.

viii. Final Working Drawings

The Consultant will prepare Final Working Drawings based on the feedback received from the Client. The Final Working Drawings must be submitted to KURA for approval. The Consultant will submit all conceptual designs and final working drawings to KURA in hard copy and electronic format (DWG format).

C) Bill of quantities

The Consultant is expected to prepare specifications, bills of quantities, cost estimates, and bid documents for the implementation of the proposed street improvements, including pavements, furniture, street lighting, landscaping and other components. Bid documents shall be given item-wise (i.e. streets, lighting, landscaping, road markings, etc.). The Consultant will work with KURA to include appropriate mechanisms in the bid documents to facilitate long-term maintenance, such as Performance -based contracting of contractors.

D) Preparation of Tender documents for Construction and Maintenance

The Consultants will be required to prepare an RfP for the construction and maintenance of the street.

E) Public / Stakeholder Consultation

The consultant shall conduct regular and continuous public / stakeholder consultation to get inputs from them and shall make all necessary efforts to include their feedback in the design. The key stakeholders are including but not limited to County Government, KeNHA, KeRRA, Transport Department, Traffic Police, Resident Welfare Associations, Vendors Association, any Civic Associations, Educational Institutions etc.

F) Environmental Impact Assessment

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 pounding 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.

The Environmental Impact Assessment (EIA) must conform to the National Environment Management Authority (NEMA) Act, Section 58, second schedule.

Environmental Impact and Social Assessment (ESIA)

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.

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.

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 **Draft Detailed Project Report (DPR)** to the Client for onward submission to NEMA.

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.

G) Resettlement Action Plan (RAP)

The Consultant will be required to prepare an ‘RAP’ in accordance with the relevant Kenyan legislations for both short term and long term phases.

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 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.

3. REPORT AND TIME SCHEDULE

3.1. Commencement

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

3.2. Reports

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

a) Project Kick-Off Presentation with the KURA Technical Team.(1 week)

The Consultant will introduce his team and brief the Technical team on his plans.

b) Inception Report (3 Weeks)

This shall summarize initial findings covering the mapping of existing and proposed transport and urban development plans , landmarks and land uses and detailed work plan for the conduct of the study. Identifying quick wins for detailed design of 5km within the study area – 10 hard copies and two softcopies for the client.

c) Submission of Needs Assessment Report (10 Weeks):

The report will highlight findings on the following

- i.** Establishing a baseline for current cycling and pedestrian movement and infrastructure in the NAKURU TOWN.
- ii.** Evaluation of current plans and policies for NMT and identification of potential constraints and opportunities.
- iii.** Evaluation of bike support infrastructure in order to encourage people to take up bicycling as an alternate mode.

- iv. Identification and finalizing the types of surveys and locations.

d) Draft Detailed Project Report (DPR) (15 Weeks)

Based on the Needs Assessment for NMT infrastructure (output from Stage I), the NMT plan for the study area shall be prepared.

- i. On finalization of the NMT network for the study area and approval of the same by the Client, the consultant shall carry out Topographic Survey of the identified network for the purpose of designing and detailing.
- ii. Preparation of Strip Plan identifying the salient NMT features
- iii. NMT Plan: Planning and designing of the cycle tracks and pedestrian walkways as per global standards including allied infrastructure such as segregated/common cycle tracks and walkways, bicycle parking etc. depending on the land use pattern of the surrounding area and expected traffic on the facilities. The design shall emphasise on
 - a) Design Principles
 - b) Network (users) requirements
 - c) Design specifications
 - d) Street Infrastructure Plan for NMT

The above components shall nonetheless include

- Reduction in number of conflicts faced by a NMT user
 - Minimising overall distance (or time) over which the pedestrian/cyclist must deal with potential conflicts
 - Accessibility to bus stops and metro stations through easy and direct connections
 - Personal comfort and security while waiting for public transport
 - Based on land use and employment and work centres, direct, safe and well connected routes for pedestrians and bicyclists
 - Visibility of bicyclists such as designated bicycle lanes, road markings, street lighting, signalisation at intersections, segregation from motorised traffic
- iv. Development of specifications for NMT components to be designed for NMT users as well as differently abled for safe and comfortable mobility on walkways by means of specific tiles, widths, obstruction free paths etc.
 - v. Recommendations on street and intersection alignment and design changes to better accommodate NMT and disabled users.
 - vi. Detailed proposal for junctions with cross roads (including link roads) to avoid direct access to traffic to NMT facilities.
 - vii. Development of traffic calming methods and measures in order to segregate and safeguard the interests of the NMT user from the fast moving motorised traffic.
 - viii. Conceptual proposal for landscaping of the NMT routes in order to provide for comfortable journey.
 - ix. Typical drawings for road cross-sections, road signages, road marking, street furniture and other allied infrastructure that facilitates NMT movement.

e) Draft Final Detailed Project Report (20 Weeks)

On finalisation of the NMT network and the typical details for NMT in the study area and approval by the Client, the consultant shall prepare draft final detailed design for NMT network. This shall include:

- i. Design for the NMT network in the form of GADs based on the topographic survey of the identified network.
- ii. Detailed proposal for road signage, road markings, road furniture and safety devices on the network that improves NMT usage.
- iii. Cost estimation of all the components and preparation of BOQ,
- iv. Phasing and implementation plan for the execution of the identified short, medium and long term projects.

The studies, surveys, investigations, proposals and reports shall be based on relevant provision of Kenyan Standards, Codes and Special Publications (with latest amendments); and other specifications/ circulars/ guidelines (till date). In case, any such codes/best practices are not available or appropriate at national level, reference shall be made to best European standards such as the UK and the Netherlands NMT design standards.

f) Final Detailed Project Report (24 Weeks)

The report will generally incorporate comments generated from the presentation of the e) Draft Final Detailed Project as well as comments from the Client's Technical Team.

The environmental and social impact assessment reports, shall be packaged as separate volumes.

g) Progress Reports (Monthly)

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. This shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them – 10 hard copies and two softcopies to be presented to the Team leader-Project Technical Team

3.3. Records of Documents

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

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

3.4. Time Schedule

Shall be completed and forwarded to the Team Leader, KURA Technical Team within Six (6) months of the commencement of the assignment. The Consultant should be prepared to attend meetings with the Client to discuss the assignment at any stage.

3.5. Lateness in reporting

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

4. OBLIGATION OF THE CLIENT AND CONSULTANT

4.1. Documents and Reports

The Client will supply all pertinent data and information in its possession and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of maps, manuals and other documents.

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

- i) Standard specifications for Road and Bridge Construction 1986
- ii) Road Design Manual Part I – Geometric Design of Rural Roads 1979
- iii) Road Design Manual Part III – Pavement design and Materials 1987
- iv) Sample standard drawings
- v) Street Design Manual for Urban Areas in Kenya 2019(Draft)

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

The Client will:

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

In particular, the Client shall provide the following

- (i) All data and reports pertaining to the design studies that have been carried out for the road under study if any;
- (ii) Available data and information on road inventory and traffic counts;

- (iii) Recent road construction and maintenance costs; and
- (iv) Unhindered access to pertinent data.

4.2. Liaison

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

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

4.3. Correspondence

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

4.4. Consultant's Obligations

All information, data and reports obtained from the Client in the execution of the services of the Consultant shall be properly reviewed and analyzed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data, and reports shall be treated as confidential and returned to the Client upon completion of the assignment.

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

The Consultant shall be responsible for arranging for all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, materials testing, secretarial services, related to the performance of the works.

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

The Consultant shall provide a training plan for any counterpart personnel as approved by the Client.

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

SECTION F: STANDARD FORMS OF CONTRACT

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Special Notes

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

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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

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

WHEREAS

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

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub consultants
Appendix D: Breakdown of Contract Price in Foreign Currency
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Client
Appendix G: Confidential Business Questionnaire

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

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

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

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

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

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

[title] _____

[signature] _____

[date] _____

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

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

[title] _____

[signature] _____

[date] _____

GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

1. GENERAL PROVISIONS

1.1 Definitions

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

“Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

“Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

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

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

“GC” means these General Conditions of Contract;

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

“Local Currency” means the Kenya Shilling;

“Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

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

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

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

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

“Sub-consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing Contract

This Contract, its meaning and interpretation and the the Contract relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorised Representative** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub-consultant [s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services fourteen (14) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during

which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

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

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

For the purpose of this clause;

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

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

- e. if the Client in his sole discretion decides to terminate this Contract
- f. if the Consultant fails to execute and complete the works within the stipulated contract period plus any time extensions formally granted by the Client pursuant to Clause 2.3 of the SCC.

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

- (c) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (d) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

- i. The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub-consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- ii. For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub-consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- iii. Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub-consultant [s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

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

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

5. OBLIGATIONS OF THE CLIENT

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

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
 - (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the "Special Conditions of Contract".
- 6.5 Interest on Dealtayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three

percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: Director General Kenya Urban Roads Authority (KURA) P. O. Box 41727 – 00100 <u>Nairobi, Kenya</u></p> <p>Attention: Director (URPD)</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone; _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: Director (URPD)</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is Upon the Contract being signed by the Client specified in Clauses 1.1 and 2.1 of Appendix A</p> <p><i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	The date for the commencement of Services is Fourteen (14) days after issue of Commencement Letter
2.3	<p>The period shall be Twelve (12) Months.</p> <p>The Consultant shall be charged Liquidated Damages at the rate of 0.05% of the contract sum per day for the extra days beyond the official contract period plus any time extensions granted by the Client, to a maximum of 5% of the Contract Sum, beyond which the Contract shall be terminated in accordance with the conditions of this contract.</p> <p><i>Note: Fill in the period, e.g., four months or such other period as the Parties may agree in writing.</i></p>

2.4 The Consultant shall sign a Service Level Agreement with the Client which shall quantify the minimum acceptable service to the Client and the Consultant's performance will be assessed every quarterly during the implementation of the Contract. The format of the Service Level Agreement is attached in Appendix K of this RFP.

3.1 Notwithstanding Clause 3.1 of the GC:-

i) The consultant shall be held responsible for the accuracy of the data up to the time of implementation.

3.4 The risks and coverage shall be:

- I. Professional Liability: **Full amount of this Contract**
- II. Loss of or damage to equipment and property: **KShs 5,000,000**
- III. Third party Liability: **KShs 5,000,000**
- IV. Third party motor vehicle insurance: **KShs 2,000,000**
- V. Employer's Liability and workers compensation: **KShs 5,000,000**

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

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

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

Payments shall be made according to the following schedule:

- a) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Inception Report**.
- b) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Needs Assessment Report Study Report**
- c) Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Draft Detailed Project Report (DPR)**.
- d) Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the **Final Detailed Project Report**.

Payments in Ksh shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

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

Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in ***Nairobi, Kenya***

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

IV. LIST OF APPENDICES

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

