

REQUEST FOR EXPRESSIONS OF INTEREST

ROADS 10,000 PROGRAMME: THE DEVELOPMENT OF 2,000 KM OF ROADS SUPPORTING PRIMARY GROWTH SECTORS THROUGH CONTRACTOR FACILITATED FINANCING MECHANISM (PHASE 1, BATCH II)

TERMS OF REFERENCE FOR THE

CONSULTANCY SERVICES FOR SUPERVISION OF THE DEVELOPMENT OF 2,000 KM OF ROADS SUPPORTING PRIMARY GROWTH SECTORS THROUGH CONTRACTOR FACILITATED FINANCING MECHANISM (PHASE 1), LOT 18 OPERATION & MAINTENANCE PHASE

1. BACKGROUND INFORMATION

1.1. General

The Government of the Republic of Kenya through the Ministry of Roads and Transport, represented by the Kenya Urban Roads Authority (KURA), being a state corporation established under the Kenya Roads Act, 2007 identified the need to construct roads under LOT 18 and upgrade to bitumen standard under the Roads 10,000 programme. These roads are intended to support the primary growth sectors of Commerce, Tourism, Agriculture and Rural Production, and Extractive Industries. The Project is being implemented under Finance, Design, Build, Maintain and Transfer (FDBMT) arrangement.

The project roads with a total length of 35Km are located in various Counties in Western Kenya region as follows:

County	Road Name	Road Length (Km)
Kakamega/ Kakamega	Kakamega – Ilesi Road	7.60
	Kakamega – Lutonyi Road	3.00
Vihiga/ Vihiga	Vihiga – Kiritu Road	6.0
Bungoma/ Bungoma	Mateka- Mwanda – Siritanyi Road	7.20
	Mateka – Samoya Road	6.30
Busia	Busia (Jn B1) – Alupe (C43) Bypass Road	5.20
Total Lot 18		35.3

The Authority therefore sought to procure Consultants with the capability to fulfil the role of an Independent Expert (Engineer) as set out in the Public Finance Management (Roads Annuity Fund) Regulations, 2015. The selected Consulting firm shall have the requisite capacity for and be responsible for their obligations during the maintenance period of the contract. The Consulting firm shall perform its duties for a period of Seven (7) years after which the Contract shall be terminated, renewed or reviewed.

1.2. Selection Criteria

The Consultant selected to undertake the consultancy services shall have had extensive experience in the Design Review and Construction Supervision of urban road projects.

1.3. Project Description

1.3.1. Project Location

The project roads totaling to 35Km are located in the Western Region covering Kakamega, Vihiga, Bungoma, Busia Counties.

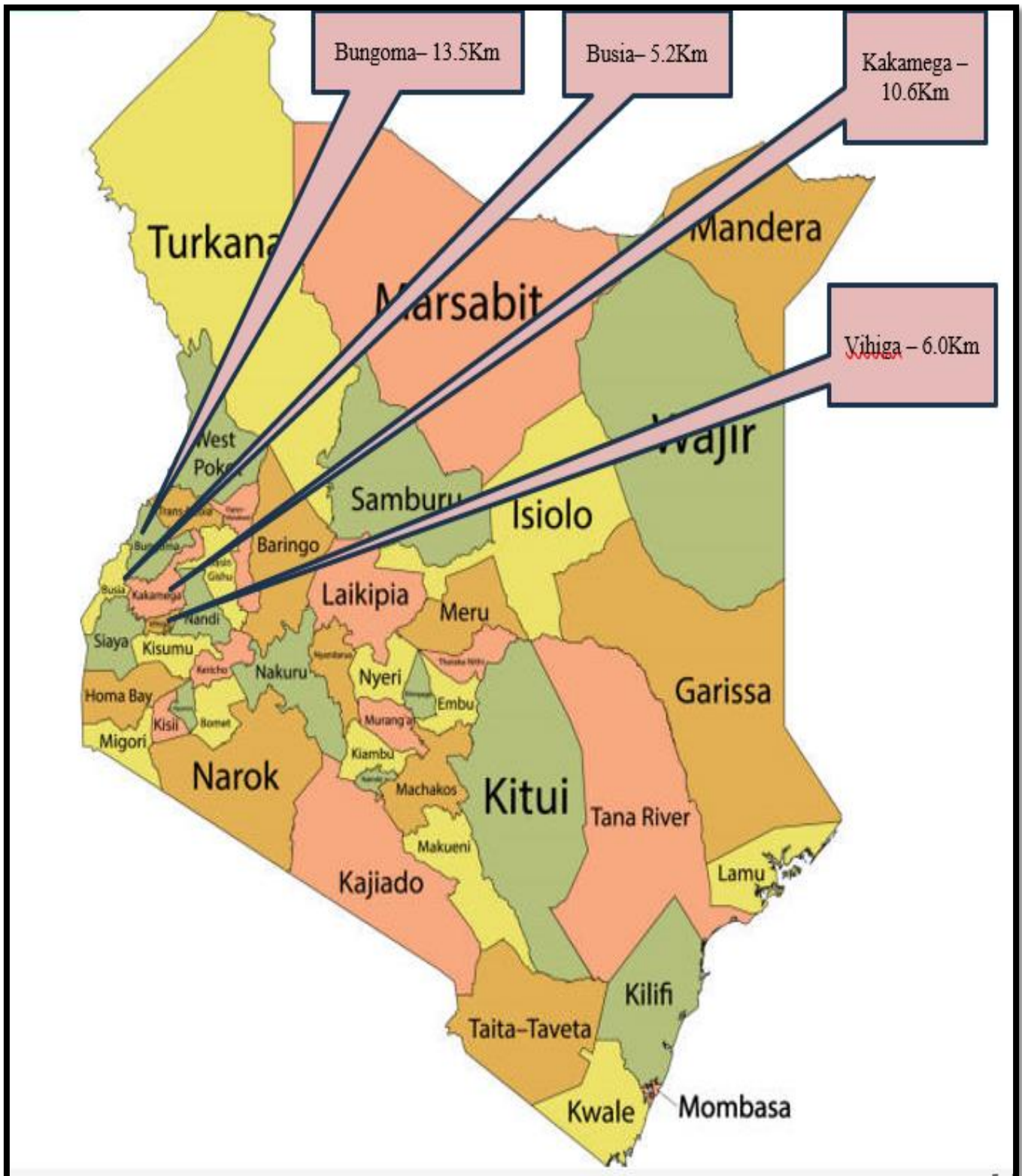
The Project roads consist of selected urban roads within the listed counties as detailed in **Table 1** below:

Table 1: Lot 15 Project Roads

County	Road Name	Road Length (Km)
Kakamega/ Kakamega	Kakamega – Ilesi Road	7.60
	Kakamega – Lutonyi Road	3.00
Vihiga/ Vihiga	Vihiga – Kiritu Road	6.0
Bungoma/ Bungoma	Mateka- Mwanda – Siritanyi Road	7.20
	Mateka – Samoya Road	6.30
Busia	Busia (Jn B1) – Alupe (C43) Bypass Road	5.20
Total Lot 18		35.3

A location map of the project roads is here below:

LOCATION MAP FOR LOT 15 ROADS



2. OBJECTIVES

The Contract is intended to procure the consultancy services of an Independent Expert who shall perform the obligations pursuant to the provisions of the Project Agreement in order to facilitate the Contracting Authority and the Service Provider to fulfil their respective obligations under the same Agreement. The detailed obligations are outlined hereunder.

3. SCOPE OF THE WORK

3.1 General

3.1.1 These Terms of Reference for the Independent Expert (the “**TOR**”) are being specified pursuant to the Project Agreement dated 10th May, 2019 (the “**Agreement**”), which has been entered into between the Contracting Authority and The Consortium of Lee Construction Ltd, Cape Consult Limited and Mota-Engil Engenharia E Construcao Africa, S. A (the “**Service Provider**”) for the roads in **Lot 18** on Finance, Design, Build, Maintain and Transfer on Annuity (FDBMT Annuity) basis [a copy which is available for review from the office of Director (Urban Roads Development).

3.1.2 This TOR shall apply to the Operation and Maintenance of the Project Roads.

3.2 Definitions and interpretation

3.2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

3.2.2 References to Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Clauses and Schedules of the Project Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

3.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3.3 Role and functions of the Independent Expert during the Operation and Maintenance Phase (Including Major Maintenance)

3.3.1 In respect of the Drawings, Documents and Safety Report received by the Independent Expert for its review and comments during the Operation and Maintenance Works, the provisions of Paragraph 4 shall apply, mutatis mutandis.

3.3.2 The Independent Expert shall review the annual Maintenance Programme furnished by the Service Provider and send its comments thereon to the Contracting Authority and the Service Provider within 15 (fifteen) days of receipt of the Maintenance Programme. In case of any defects or inadequacy he cannot guide the Service Provider on how to correct the inadequacy

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- 3.3.3 The Independent Expert shall review the monthly self-monitoring report furnished by the Service Provider and send its comments thereon to the Contracting Authority and the Service Provider within 7 (seven) days of receipt of such report. In case on any defects or inadequacy they cannot guide the Service Provider on how to correct the inadequacy.
- 3.3.4 The Independent Expert shall inspect the Project Roads once every month, preferably after receipt of the monthly self-monitoring report from the Service Provider, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Output Specifications. In a separate section of the O&M Inspection Report, the Independent Expert shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Roads. The Independent Expert shall send a copy of its O&M Inspection Report to the Contracting Authority and the Service Provider within 7 (seven) days of the inspection.
- 3.3.5 The Independent Expert may inspect the Project Roads more than once in a month, if any lapses, defects or deficiencies require such inspections or when required by either the Service Provider or the Contracting Authority. The Independent Expert may also conduct random sample tests consistent with its own Quality Assurance Manuals, in the process of inspecting and certifying the O&M works.
- 3.3.6 The Independent Expert shall in its O&M Inspection Report specify additional tests, if any, that the Service Provider shall carry out, or cause to be carried out, for the purpose of determining that the Project Roads is in conformity with the Output specifications. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Service Provider in this behalf. The Service Provider may basically, conduct the test as specified in its Quality Control Manuals.
- 3.3.7 In respect of any defect or deficiency referred to in [Paragraph 6.4], the Independent Expert shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Output Specifications and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 3.3.8 The Independent Expert shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Schedule M and the Project Agreement, and shall also certify the Damages, if any, payable by the Service Provider to the Contracting Authority for such delay.
- 3.3.9 The Independent Expert shall examine the request of the Service Provider for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Service Provider. Upon expiry of the permitted period of closure, the Independent Expert shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Service Provider to the Contracting Authority under Clause 17.7. In

case of lane closures included in the Maintenance Programme the Service Provider shall not require permission but only notify the Independent expert of the closure.

- 3.3.10 The Independent Expert shall monitor and review the curing of defects and deficiencies by the Service Provider as set forth in Clause 19.4 of the Project Agreement
- 3.3.11 In the event that the Service Provider notifies the Independent Expert of any modifications that it proposes to make to the Project Roads, the Independent Expert shall review the same and send its comments to the Contracting Authority and the Service Provider within 15 (fifteen) days of receiving the proposal. In addition, the Independent Expert shall certify if such modifications can be deemed as either Value Engineering works or classified as a Change in Work in accordance with Clause 16.
- 3.3.12 The Independent Expert shall undertake traffic sampling, as and when required by the Contracting Authority, under and in accordance with Schedules D and N.
- 3.3.13 As per the provisions of the Project Agreement the Independent Expert shall verify the invoices for Annuity payment submitted by the Service Provider and duly adjust the same for the reduction in Annuity in accordance with Clause 24 of the Project Agreement and Schedule M along with the necessary documentation in this regard. The Independent Expert shall after verification and certification of the amount claimed in the invoice along with adjustments, forward the invoice to Contracting Authority with necessary documentation recommending payment in full or part thereof so as to reach Contracting Authority at least 14 days prior to the relevant Annuity Payment Date.
- 3.3.14 Notwithstanding the timings for delivery of services provided sections 4,5 and 6, in case of conflict between the timings in this TOR and the Project Agreement and Schedule to the Project Agreement, the timing provided in the Project Agreement and Schedule to the Project Agreement shall take precedence.

3.4 Drawings

- 3.4.1 The Independent Expert shall undertake a detailed review of the Drawings to be furnished by the Service Provider along with supporting data, including the detailed design, design worksheets and computations, geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Expert shall complete such review and send its comments/observations to the Contracting Authority and the Service Provider within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the standards and specifications set forth in Schedule D of the Schedule to the Project Agreement.
- 3.4.2 The Independent Expert shall review any modified Drawings or supporting Documents sent to it by the Service Provider and furnish its comments within 7 (seven) days of receiving such modified Drawings or Documents or within the time limit set out in the Project Agreement .

3.4.3

3.4.4 The Independent Expert shall review the Safety Report and furnish its comments thereon to the Contracting Authority within 7 (seven) days of receiving such report or within the time limit set out in the Project Agreement .

3.4.5

3.4.6 The Independent Expert shall review the maintenance strategy and methodology, quality control plan and manual and the procurement, engineering and execution time schedule sent to it by the Service Provider and furnish its comments within 15 (fifteen) days of receipt thereof or within the time limit set out in the Project Agreement.

4. Termination

4.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Expert shall, in the presence of a representative of the Service Provider and the Contracting Authority, inspect the Project Roads for determining compliance by the Service Provider with the Divestment Requirements set forth in Clause 34.1 and, if required, cause tests to be carried out at the Service Provider's cost for determining such compliance.

5. Determination of costs and time

5.1 The Independent Expert shall certify the costs, and/or their reasonableness, that are required to be certified by it under the Project Agreement.

5.2 The Independent Expert shall certify the period, or any extension thereof, that is required to be certified by it under the Project Agreement.

6. Assistance in Dispute Resolution

6.1 When called upon by either Party in the event of any Dispute, the Independent Expert shall mediate and assist the Parties in arriving at an amicable settlement.

6.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Project Agreement, the Independent Expert shall specify such meaning, scope and nature within the context of the disagreement by issuing a reasoned written statement relying on good industry practice and authentic literature.

7. Other duties and functions

The Independent Expert shall perform all other duties and functions specified in the Project Agreement.

8. Miscellaneous

- 8.1 The Independent Expert shall notify its programme of inspection to the Contracting Authority and to the Service Provider, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 8.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Expert to the Service Provider pursuant to this TOR, and a copy of all the test results with comments of the Independent Expert thereon shall be furnished by the Independent Expert to the Contracting Authority forthwith.
- 8.3 The Independent Expert shall obtain, and the Service Provider shall furnish in two copies thereof, all communications and reports required to be submitted, under this Project Agreement, by the Service Provider to the Independent Engineer, whereupon the Independent Expert shall send one of the copies to the Contracting Authority along with its comments thereon.
- 8.4 The Independent Expert shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 8.5 Upon completion of its assignment hereunder, the Independent Expert shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Parties, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in digital form or in such other medium as may be acceptable to the Contracting Authority.
- 8.6 The Independent Expert, upon the request by either Party, may perform other project related tasks to be paid for the requesting Party. However, the consent of the other party shall be obtained prior to undertaking the requested task.

9. DELIVERABLES

The Independent Expert shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. 5 (five) hard copies and 2 (two) soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the Authority. For draft reports, only 3 (three) hard copies and 1 (one) soft copy in CD shall be submitted to the Authority. The size of drawings shall be A-3 (Unless otherwise required or instructed). Soft copy of all drawings shall be submitted in pdf as well as in digital editable format, say AutoCAD/ Civil 3D.

9.1 Inception Report

On commencement of the Consultancy, the Independent Expert shall submit an Inception Report. The Inception Report shall include the Independent Expert’s submissions towards understanding of the RFP, the methodology to be followed and the Work Plan.

9.2 Monthly and the Six Months Inspection Reports

A Monthly Report shall be submitted by the Independent Engineer to the Authority as part of the build-up to the six months inspection stipulated in compliance with all its obligations under the Project Agreement and this TOR. The Monthly Six Inspection Report shall contain all the data and particulars relevant to the provisions of the Project Agreement and shall include all reports and documents specified therein.

9.3 Divestment Survey Reports

Pursuant to the Provisions under Clause 34 of the Project Agreement, the Independent Expert shall carry out the outlined surveys and associated services and prepare reports accordingly.

10. REPORTING

The Independent Expert will work closely with the Implementing Agency. The Director General of the Implementing Agency will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Independent Expert’s outputs, facilitating discussions, and ensuring required reactions and responses to the Independent Expert.

The Independent Expert may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Implementing Agency.

The Independent Expert will make a presentation on the Monthly Inspection Report for discussion with the Implementing Authority at monthly progress meeting. The Independent Expert is required to prepare and submit a monthly report that includes and describes, inter alia, progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Independent Experts' work on the TOR tasks should continue while the report is under consideration and is being discussed.

Regular communication with the Director General of the Implementing Agency is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and management meetings.

The Reports will be submitted as per schedule provided in this RFP.

11. TIME AND PAYMENT SCHEDULE

The total duration of the Consultancy Services shall be 84 (Eighty Four) months. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

Key Date No.	Description of Services	Payment
KD1	Advance payment for Mobilization	20%
KD2	Monthly payment for 84 months Operation & Maintenance period (Twenty Four Months)	Monthly Payment
KD3	Review of designs, drawings, manuals and the documents/ reports submitted by the Service Provider during the operation & maintenance period	
KD4	Approval of monthly Operation and Maintenance Reports	Release of Second half of 10% Retention Money
KD5	Report on the Divestment Requirements	
KD6	Report on Compliance with the Divestment Requirements	
KD7	Report on further works required for the Project Network to meet the Divestment Requirements at Termination.	

KD8	Written Notification to the to the e Contracting Authority and the Project Company on whether or not all Project Network comply with the Divestment Requirements before Termination of the Project Agreement	
KD9	Issuance of a schedule of works that are required in order to ensure that the Site shall meet the Divestment Requirements at Termination of the Project Agreement ("Divestment Requirements Works"); and	
KD10	Provision of the Independent Expert's reasonable opinion and a written estimate of the cost of the Divestment Requirements Works ("First Estimate").	
KD11	Participation In Dispute Resolution	
	Total	100%

Note: 10% of the monthly fee during Operation & Maintenance period shall be withheld.

12. CONSULTANCY TEAM DURING OPERATION AND MAINTENANCE PERIOD

The Independent Expert shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, material investigation characterization, quantity survey, Environmental and social impact assessment etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

The Independent Expert shall establish a Project Office at a suitable location in or near the city where the Authority's office or the Project is situated, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office within 4 (four) weeks of the date of the Agreement and as specified in the Manning Schedule forming part of the Agreement. The authorized officials of the Authority may visit the Independent Expert's Project Office any time during office hours for inspection and interaction with the Independent Expert's Personnel. It is not expected of the Independent Expert to carry out the operations from the Head/Home Office.

The Independent Expert shall mobilise and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets

shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

12.1 Qualifications of Personnel

12.1.1 Project Director: The Project Director shall be a civil engineer with a recognized university degree in Civil Engineering and a minimum of 15 years' experience after graduation. The Project Director should be registered/accredited by any official body in any country such that the Engineer's Board of Kenya shall be able, upon application, to confirm the accreditation and grant correspondent local accreditation as a professional engineer. The Project Director should have served in a similar role on long term basis on at least 2 previous successfully completed road design or road construction supervision assignments where the value of the works designed or supervised was at least Kshs 500 million for each assignment. Fluency in both written and spoken English is essential.

12.1.2 Highway Engineer: The Highway Engineer shall be a civil engineer with a recognized university degree in Civil Engineering and a minimum of 8 years professional experience after graduation. The Highway Engineer should be registered/accredited by any official body in any country such that the Engineer's Board of Kenya shall be able, upon application, to confirm the accreditation and grant correspondent local accreditation as a professional engineer. The Highway Design Engineer should have served in a similar role on long-term basis on at least 2 previous successfully completed road design, road construction supervision or road maintenance assignments where the value of the works designed, supervised or maintained was at least Kshs 100 million for each assignment. The Highway Engineer should be highly proficient in at least one modern highway design software package. Fluency in both written and spoken English is essential.

12.1.3 Pavement/Materials Engineer: The Pavement/Materials Engineer shall be a civil engineer with a recognized university degree in Civil Engineering and a minimum of 8 years professional experience after graduation. The Pavement/Materials Engineer should be registered/accredited by any official body in any country such that the Engineer's Board of Kenya shall be able, upon application, to confirm the accreditation and grant correspondent local accreditation as a professional engineer. The Pavement/Materials Engineer should have served in a similar role on long-term basis on at least 3 previous successfully completed road design, road construction supervision or road maintenance assignments where the value of the works designed, supervised or maintained was at least Kshs 100 million for each assignment. The Pavement/Materials Engineer should be conversant with pavement design and control procedures, pavement investigation procedures and pavement maintenance techniques. Fluency in both written and spoken English is essential

12.1.4 Structural/Bridge Engineer: The Structural/Bridge Engineer shall be a civil engineer with a recognized university degree in Civil Engineering and a minimum of 8 years professional experience after graduation. The Structural/Bridge Engineer should be registered/accredited by any official body in any country such that the Engineer's Board of Kenya shall be able, upon application, to confirm the accreditation and grant correspondent

local accreditation as a professional engineer. The Structural/Bridge should have served in a similar role on long-term basis on at least 2 previous successfully completed road design, road construction supervision and maintenance assignments where bridge spans of at least 20m were designed or built. Fluency in both written and spoken English is essential.

12.1.5 Project Surveyor: The Project Surveyor shall have a university degree in land surveying or equivalent and a minimum 8 years professional experience after graduation. The Project Surveyor should have served in a similar role on at least 2 previous successfully completed design review, road construction supervision or road maintenance assignments where the value of road works was at least Kshs 100 million for each assignment. Fluency in both written and spoken English is essential.

12.1.6 Dispute Resolution Expert (DRE): The DRE shall have B.Sc. Eng (Civil), B.Sc. Quantity Survey and must be a registered member of the professional body of the relevant discipline, should be a member of the Chartered Institute of Arbitrators, Kenya Chapter or equivalent, 8 years' experience post graduation in supervision of civil works. completed 2 similar projects as Dispute Resolution Experts, each with works value of at least Ksh. 200 million. Fluency in written and spoken English. Experience in arbitration is a prerequisite and should provide proof of completed dispute resolution of 2 similar projects as Dispute Resolution Engineer, each with works value of at least Ksh. 200 million. Fluency in written and spoken English. .

12.1.7 Environmentalist/Sociologist/Resettlement Specialist: The Sociologist/Resettlement Specialist shall have a Bachelor's Degree and 8 years' experience after graduation; registered by the National Environment Management Authority as EIA lead expert and has completed at least 2 similar projects as an Environmentalist, each with resettlement costs of at least Kshs 20 million. Fluency in written and spoken Kiswahili and English is essential.

12.1.8 Materials Technologist: Diploma in civil Eng. over 10 years' experience after graduation completed at least 2 similar projects as Pavement/Materials Technologist, each with value of at least Kshs 100 million. Fluency in written and spoken English.

12.1.9 Road Inspectors: Diploma in civil Eng. over 10 years' experience after graduation completed at least 2 similar projects in roads construction supervision and maintenance. Fluency in written and spoken English.

It is anticipated that **staff – months** of key professional staff during construction is as stated below.

12.2 Supervision during Operation and Maintenance

The following staff requirements and man-months are the **MINIMUM ACCEPTABLE** supervision inputs in respect of support staff for Part 2(Operation and Maintenance) services and must be provided for in the Technical and Financial proposals as appropriate.

Ref	Description	Staff Required	Staff Input (Months)
1	Project Director	1	36
2	Pavement/Materials Engineer	1	84
	Highway Engineer	1	84
3	Contracts Engineer	1	36
	Project Surveyor (say 3 months/year)	1	21
4	Dispute Resolution Expert	1	36
	Environmental/Sociologist/Resettlement Specialist (say 2 months/year)	1	14
	Financial Expert	1	14
5	Materials Technologist	1	84
6	Roads Inspectors	3	252
Total Man moths during Operation and Maintenance Period			661

The consultant may employ additional staff over and above the listed key staff as may be necessary for the execution of the assignment.

The consultant shall be responsible for paying all emoluments, allowances, housing and overtime for both the Senior and support staff. Appropriate financial provisions must be made under the financial proposals.

12.3 SUPERVISORY VEHICLES FOR PERFORMING THE ASSIGNMENT

The Consultant shall provide and maintain in good working conditions:

- i. One new diesel propelled turbo charged 4WD fully loaded station wagon of minimum engine capacity of 3000cc.
- ii. Two new diesel propelled turbo charged 4WD standard double cabin pick-ups of minimum engine capacity 2700cc.
- iii. One new diesel propelled turbo charged 4WD standard single cabin pick-up with fibre glass body and cushioned benches of minimum engine capacity 2700cc.

The Consultant shall comprehensively the vehicles for any licensed drivers.

Payment for the vehicles shall be by vehicle months with no limit to the mileage. These payments shall be inclusive of all fuels, lubricants, servicing, insurance, maintenance, drivers and repairs. The rate shall include any overtime the drivers might be due or any other allowances in addition to the normal working hours.

The vehicles shall revert to the Consultant at the end of the contract.

Appropriate financial provisions must be made under the financial proposals.

The vehicles shall be deployed and used as directed by the Contracting Authority.

13. ASSISTANCE FROM THE CLIENT

a) General

The Client shall provide all reports, relevant data on the design and maintenance, and give all possible assistance as shall be reasonably requested of him for carrying out the services by the consultant.

It will however, be the responsibility of the Consultant to supervise provision of the above stated facilities and equipment by the contractor in accordance with the contract documents. Any equipment purchased by the consultant and paid for by the Client shall become the property of the Client upon completion of the services, or whenever it is no longer required for carrying out services, whichever occurs earlier.

14. TECHNOLOGY TRANSFER AND TRAINING OF CLIENT'S STAFF

The Client will second engineers and other personnel to work with the Consultant's and Project Company's team and they will work closely with the Consultant during the Operation & Maintenance Phase and other related project works in order to make use of the opportunity for technology transfer.

These Counterpart Personnel will work under the supervision and management of the Consultant. The administrative matters and the payments of the Counterpart Personnel is the responsibility of the Consultant. In their financial submission, the bidders are therefore required to include;

Component	Amount (Kshs.)
Allow a Lump Sum for Training of Contracting Authority's staff	35,000,000.00 for the contract period
Facilitation of the Contracting Authority's Staff	32,000,000.00 for the contract period
Allocation for Seminars, Workshops & Lectures	20,000,000.00 for the contract period

Consultants would allow 5% for administrative costs for each of the PC sums

Each seconded trainee is required to be attached to the project for a period not exceeding 12Months.

The above Lump Sum for Training will be expended subject to approval of training programme by the Contracting Authority.

The Consultant is also required to have provision as shown above for seminars, Workshops and lectures to the Client staff as will be directed by the Engineer.