

KENYA URBAN ROADS AUTHORITY
Transforming Urban Mobility

REQUEST FOR PROPOSAL

FOR PROCUREMENT OF;

CONSULTANCY SERVICES FOR:

**FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND
PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWNS ROADS**

TENDER NO. : KURA/RMLF/HQ/408/2024-2025

(CATEGORY: ALL)

FEBRUARY 2025

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NOTICE FOR REQUEST FOR PROPOSAL (RFP)- (CONSULTING SERVICES – FIRMS SELECTION)

[NAME OF PROCURING ENTITY] **KENYA URBAN ROADS AUTHORITY**
Assignment or Contract Title: FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWN ROADS

Reference No. : KURA/RMLF/HQ/408/2024-2025

The KENYA URBAN ROADS AUTHORITY intends to shortlist consultants to provide FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWN ROADS are attached or referred to in this request for expressions of interest. or can be found at the following website: www.kura.go.ke and www.tenders.go.ke or can be obtained at the address given

below:

Name of Procuring Entity KENYA URBAN ROADS AUTHORITY

Contact Person/Official: DEPUTY DIRECTOR (SCM)

Telephone number: 07171105233

Email Address: supplychain@kura.go.ke

Postal Address: P.O. Box 41727 – 00100 Nairobi

Physical Address: BARABARA PLAZA, BLOCK D, GROUND FLOOR, SUPPLY CHAIN MANAGEMENT OFFICE, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA, NAIROBI, KENYA.

The KENYA URBAN ROADS AUTHORITY now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. Experience in the assignment, including technical and managerial capability of the firm.

- a. Number of years in business working on the area of the assignment.
- b. Reference to at least three assignments of similar nature and size carried out in the last FIVE (5) years. Include persons or institutions and contact addresses (*phone, email*) who can be contacted on the same.
- c. The attention of interested Consultants is drawn to the following provisions highlighted in the Request for Proposals.
- d. The Consultant will be expected to have no conflict of interest with other assignments or its own corporate interests and acting without any consideration for future work.
- e. The consultant has no personal or business relationship with the Procuring Entity's senior management or professional staff.
- f. A firm or an individual in the firm has not been sanctioned by the Public Procurement Regulatory Authority or are under a suspension or a debarment imposed by any other entity of the Government of Kenya, or any international organization.

- g. Government-owned enterprises or institutions of Kenya Government, officials and civil servants and employees of public institutions may not be eligible.
- h. Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.
- i. A Consultant will be selected in accordance with the Quality and Cost Selection Based (QCSB) method set out in the Act and Regulations.

Further information can be obtained at the address below during office hours *0900 To 1500 HOURS*.

Name of Procuring Entity: KENYA URBAN ROADS AUTHORITY

Contact Person/Official: DEPUTY DIRECTOR (SCM)

Telephonenumber: 0717105233

EmailAddress: supplychain@kura.go.ke

PostalAddress: P.O. BOX 41727-00100 NAIROBI

PhysicalAddress: BARABARA PLAZA, BLOCK D, GROUND FLOOR, SUPPLY CHAIN MANAGEMENT OFFICE, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA, NAIROBI, KENYA .

Request for Proposal must be delivered in a written form to the address below (in person, or by postal mail, or by e-mail) by [Date and Time Indicated in the Tender Notice.

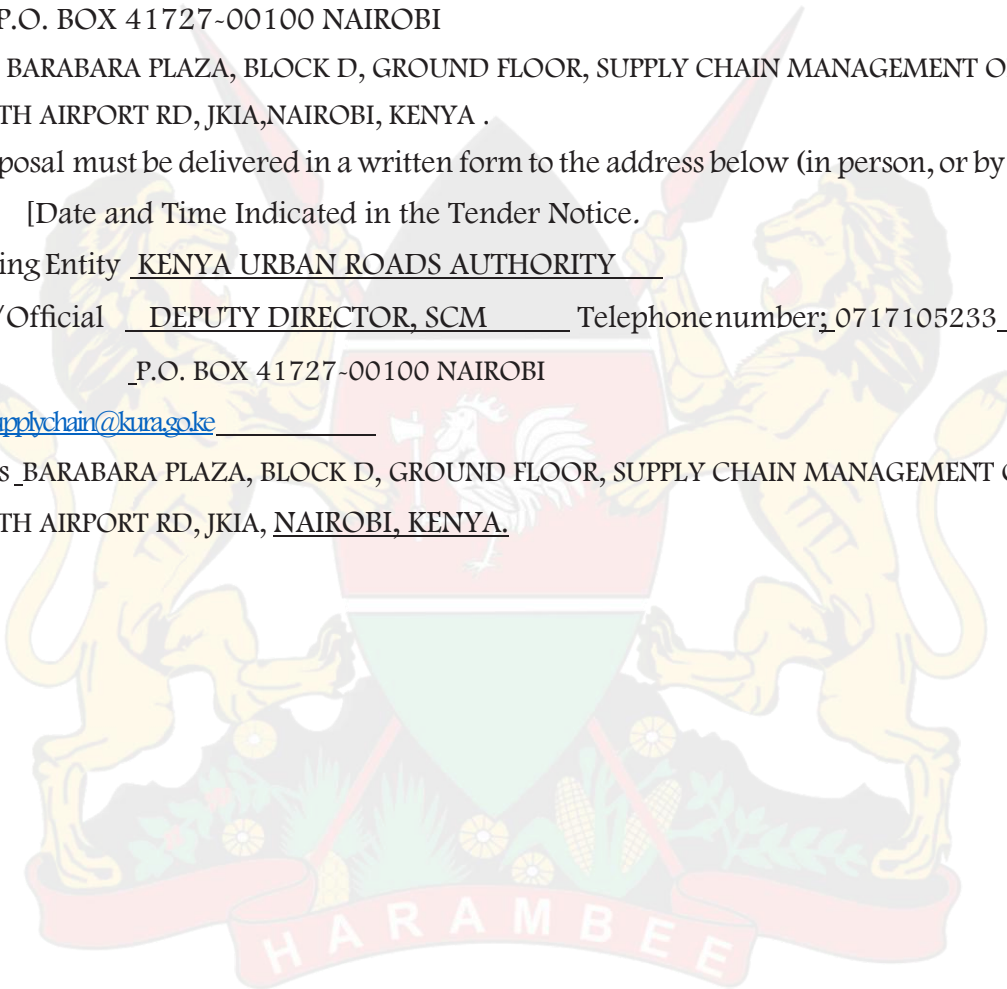
Name of Procuring Entity KENYA URBAN ROADS AUTHORITY

Contact Person/Official DEPUTY DIRECTOR, SCM Telephone number: 0717105233

PostalAddress P.O. BOX 41727-00100 NAIROBI

EmailAddress supplychain@kura.go.ke

PhysicalAddress BARABARA PLAZA, BLOCK D, GROUND FLOOR, SUPPLY CHAIN MANAGEMENT OFFICE, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA, NAIROBI, KENYA.



SECTION 1 (A) ~ REQUEST FOR PROPOSAL (RFP)

Date: 11TH FEBRUARY 2025

RFP Reference No.: KURA/RMLF/HQ/408/2024-2025

Name of Assignment: **FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWN ROADS**

TO: INDICATE

1. KENYA URBAN ROADS AUTHORITY has set aside funds in its budget or has received financing from THE GOVERNMENT OF KENYA- RMLF FUND towards the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services (hereinafter called “the services”): **FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWN ROADS.**
More details on the Services are provided in Section 8 Terms of Reference.
3. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
4. A firm will be selected under Quality and Cost Based Selection Method (QCBSM) and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke. and www.kura.go.ke
5. The RFP includes the following documents:
Section 1: Letter of Request for Proposals
Section 2: Instructions to Consultants and Data Sheet
Section 3: Technical Proposal Standard Forms
Section 4: Financial Proposal Standard Forms
Section 5: Terms of Reference
Section 6: Standard Forms of Contract (([Select: Time-Based or Lump-Sum Based]))
6. Please inform us by AS INDICATED IN IIT, in writing at the address below or by E-mail ;supplychain@kura.go.ke:
 - a) that you have received this Request for Proposals; and
 - b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. Details on the proposal's submission date, time and address are provided in the Tender Notice

Yours sincerely,
ENG. SILAS M. KINOTI, MBS
DIRECTOR GENERAL
BARABARA PLAZA, BLOCK D, MAZAO ROAD, OFF SOUTH
AIRPORT RD, JKIA, NAIROBI, KENYA.
+254-0717105233
dg@kura.go.ke

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.

- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

- i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- ii) *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

- iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

- iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

- 5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

- 5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.
- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

- 6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
 - b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter

VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

- c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in

writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 16 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE..... (The time and date for proposal opening date”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC 11;
- ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline.

Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.
- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.
- 21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with IIT 3.14 for Kenyan firms.
 - g) Key Experts are from eligible countries.
 - h) Key Experts do not appear in more than one proposal, if so required.
 - i) A short-listed firm has not participated in more than one proposal, if so required.

- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read

aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time-Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS												
A. General Provisions													
1 (k)	<p>Electronic procurement system shall be used: (a) Yes ____ (b) No_√____</p> <p>If Yes; Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: [insert name of the e-system and url address or link] NOT APPLICABLE The electronic-procurement system shall be used to manage the following part of the RFP process: [list the parts of process e.g. issuing RFP, submissions of technical and financial Proposals, opening of Proposals etc. and insert such additional information in this Data Sheet as is required to describe these processes] NOT APPLICABLE</p>												
2.1	<p>KENYA URBAN ROADS AUTHORITY</p> <p>The consultant selection method is: [Procuring Entity to choose ONE of the selection methods by placing an X]</p> <table border="0" style="width: 100%;"> <tr> <td>Quality and Cost Based Selection Method (QCBS)</td> <td style="text-align: right;">[X]</td> </tr> <tr> <td>Quality Based Selection Method (QBS)</td> <td style="text-align: right;">[]</td> </tr> <tr> <td>Least Cost Selection Method (LCS)</td> <td style="text-align: right;">[]</td> </tr> <tr> <td>Consultant Qualification Selection Method (CQS)</td> <td style="text-align: right;">[]</td> </tr> <tr> <td>Fixed Budget Selection Method (FBS)</td> <td style="text-align: right;">[]</td> </tr> <tr> <td>Single Source Selection Method (SSS)</td> <td style="text-align: right;">[]</td> </tr> </table>	Quality and Cost Based Selection Method (QCBS)	[X]	Quality Based Selection Method (QBS)	[]	Least Cost Selection Method (LCS)	[]	Consultant Qualification Selection Method (CQS)	[]	Fixed Budget Selection Method (FBS)	[]	Single Source Selection Method (SSS)	[]
Quality and Cost Based Selection Method (QCBS)	[X]												
Quality Based Selection Method (QBS)	[]												
Least Cost Selection Method (LCS)	[]												
Consultant Qualification Selection Method (CQS)	[]												
Fixed Budget Selection Method (FBS)	[]												
Single Source Selection Method (SSS)	[]												
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes _√_ No ____</p> <p>The name of the assignment is: FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWNS ROADS</p>												
2.3	<p>A pre-proposal conference will be held : Yes √ (MANDATORY) ___ or No ___ [If “Yes”, fill in the following:] Date of pre-proposal conference: ___AS INDICATED IN THE TENDER NOTICE___ Time: AS INDICATED IN THE TENDER NOTICE</p> <p>Address: <u>CEM PUBLIC WORKS, NYAMIRA COUNTY OFFICES, NYAMIRA TOWN</u> Telephone: ___0717105233 E-mail: _____supplychain@kura.go.ke Title of contact person: ___DEPUTY DIRECTOR (SCM)</p>												
2.4	<p>The Procuring Entity MAY provide if available, or any project data available to facilitate the preparation of the Proposals: ____</p>												
3.3 (iv)	<p>[Insert any other conflicting relationships] ____NONE____</p>												
4.1	<p>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants]</p>												
6.2	<p>Maximum number of members in the Joint Venture (JV) shall be: [2].</p>												
6.6 (a)	<p>The list of debarred firms and individuals is available at the PPRA’s website www.ppra.go.ke or email complaints@ppra.go.ke</p>												
6.7	<p>The business SHALL be registered with INDICATE</p>												

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence Any other requested document.</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses And any other requested document</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: <i>[select one option]</i> Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>
12.1	Proposals must remain valid for [90] days after the proposal submission deadline.
13.1	Clarifications may be requested no later than [7] days prior to the submission deadline. The contact information for requesting clarifications is: E-mail: supplychain@kura.go.ke
	<p>(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p>(d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.</p>
14 (b) (do not use for Fixed Budget method)	<i>[If not used, state "Not applicable". If used, insert the following:</i> Estimated input of Key Experts' time-input: _____ person-months. <i>/OR/</i> Estimated total cost of the assignment:
14 (c) and 26.2 [use for Fixed Budget method]	The total available budget for this Fixed-Budget assignment is: _____ <i>[insert currency]</i> <i>(choose one: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.</i> <i>[If inclusive, indicate tax estimates separately]</i>
14 (d)	Key Experts shall not appear in more than one proposal: YES..... /NO.....
16.1(b)	The Financial Proposal will include (but not limited to) the following reimbursable expenses: (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the</i>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><i>home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment or software required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Procuring Entity;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)</i></p> <p>(8) Training of client’s personnel</p> <p>(a) remuneration for staff (in the field and at headquarters), and;</p> <p>(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.</p>
16.2	<p>A price adjustment provision applies to remuneration rates: Yes _____ or No _____ <i>[The price adjustment applies to Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, price adjustment can also apply to Lump-Sum contracts assignments longer than 18 months in duration with prior agreement with the Procuring Entity]</i> <i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p>[If the Procuring Entity has obtained a tax exemption applicable to the Contract, insert: “The Procuring Entity has obtained an exemption for the Consultant from payment of _____ [insert the tax description such as VAT, withholding tax, duties, etc.] in Kenya as per [insert reference to the applicable official source that issued an exemption]. <i>[If there is no tax exemption in Kenya, insert the following:</i> “Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: www.kra.go.ke”</p>
16.4	<p>The Financial Proposal should state local costs in Kenya Shillings: Yes____ or. No_____.</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants SHALL NOT have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.</p>
18.5	<p>The Proposals must be submitted no later than: Date:___AS INDICATED IN THE TENDER NOTICE Time:___ AS INDICATED IN THE TENDER NOTICE The Proposal submission address is: _ DIRECTOR GENERAL KENYA URBAN ROADS AUTHORITY P O BOX 41727-00100 NAIROBI.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																													
	BARABARA PLAZA, BLOCK D, GROUND FLOOR, SUPPLY CHAIN MANAGEMENT OFFICE, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA, NAIROBI, KENYA.																													
20.1	<p>An online option of the opening of the Technical Proposals is offered: Yes</p> <p style="text-align: center;">or No</p> <p><i>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]</i></p> <p>The opening shall take place after 48 hours of quarantine at:</p> <p>BARABARA PLAZA, BLOCK D, GROUND FLOOR MEETING ROOM NO. 6, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA. NAIROBI, KENYA.</p> <p>— Date N/A Time: N/A.</p>																													
20.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals _____</p> <ol style="list-style-type: none"> 1. Tender Name, Number, category eg (All, women...) 2. Name of the Bidder 3. Serialization and last page number. 4. Bid Bond, amount and Bank (Where applicable) 																													
22.1	<p>Other eligibility and mandatory criteria shall be:</p> <table border="1" data-bbox="312 1160 1461 1948"> <thead> <tr> <th data-bbox="312 1160 852 1193">Mandatory / Other eligibility criteria</th> <th data-bbox="858 1160 1102 1193">Reference</th> <th data-bbox="1109 1160 1461 1193">Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 1193 852 1261">Certified copy of certificate of incorporation</td> <td data-bbox="858 1193 1102 1261">Section 3, Form Tech:7</td> <td data-bbox="1109 1193 1461 1261">A copy should be attached.</td> </tr> <tr> <td data-bbox="312 1261 852 1328">Tax Compliance Certificate</td> <td data-bbox="858 1261 1102 1328">Section 3 Form Tech:7</td> <td data-bbox="1109 1261 1461 1328">Valid Tax compliance certificate.</td> </tr> <tr> <td data-bbox="312 1328 852 1440">Submission of Technical Proposal.</td> <td data-bbox="858 1328 1102 1440">ITC: 22.1(a)</td> <td data-bbox="1109 1328 1461 1440">Firm has submitted the original Technical Proposal.</td> </tr> <tr> <td data-bbox="312 1440 852 1507">Submission of financial proposal</td> <td data-bbox="858 1440 1102 1507">ITC: 22.1(a)</td> <td data-bbox="1109 1440 1461 1507">Firm has submitted a sealed financial proposal</td> </tr> <tr> <td data-bbox="312 1507 852 1641">Curriculum Vitae (CV) of the proposed key staff</td> <td data-bbox="858 1507 1102 1641">Section 3, Form Tech:6</td> <td data-bbox="1109 1507 1461 1641">Fully filled and signed by the key expert and the authorized firm representative.</td> </tr> <tr> <td data-bbox="312 1641 852 1753">Certified copies of Professional membership certificates of the proposed key staff</td> <td data-bbox="858 1641 1102 1753">Section 3, Form Tech:7</td> <td data-bbox="1109 1641 1461 1753">Certified copies by commissioner of Oaths.</td> </tr> <tr> <td data-bbox="312 1753 852 1843">Certified copies of academic certificates and testimonials of the proposed key staff</td> <td data-bbox="858 1753 1102 1843">Section 3, Form Tech:7</td> <td data-bbox="1109 1753 1461 1843">Certified copies by commissioner of Oaths.</td> </tr> <tr> <td data-bbox="312 1843 852 1948">Practicing Licence and certificate of registration with the Engineers Board of Kenya</td> <td data-bbox="858 1843 1102 1948">Section 3, Form Tech:7</td> <td data-bbox="1109 1843 1461 1948">Certified copies by commissioner of Oaths.</td> </tr> </tbody> </table>			Mandatory / Other eligibility criteria	Reference	Requirement	Certified copy of certificate of incorporation	Section 3, Form Tech:7	A copy should be attached.	Tax Compliance Certificate	Section 3 Form Tech:7	Valid Tax compliance certificate.	Submission of Technical Proposal.	ITC: 22.1(a)	Firm has submitted the original Technical Proposal.	Submission of financial proposal	ITC: 22.1(a)	Firm has submitted a sealed financial proposal	Curriculum Vitae (CV) of the proposed key staff	Section 3, Form Tech:6	Fully filled and signed by the key expert and the authorized firm representative.	Certified copies of Professional membership certificates of the proposed key staff	Section 3, Form Tech:7	Certified copies by commissioner of Oaths.	Certified copies of academic certificates and testimonials of the proposed key staff	Section 3, Form Tech:7	Certified copies by commissioner of Oaths.	Practicing Licence and certificate of registration with the Engineers Board of Kenya	Section 3, Form Tech:7	Certified copies by commissioner of Oaths.
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	Similar consulting assignments experience	Section 3, Form Tech:2, b and Form Tech: 7, d Fully filled, signed and stamped. Attach copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm.
	Current work load	Section 3, Form Tech:2, b and Form Tech: 7, e Fully filled, signed and stamped. Attach copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm.
	Certificate of independent proposal determination	Section 3 Form Tech-1 Fully filled, signed, dated and stamped.
	Litigation history	Section 3, Form Tech: 7, Attach a sworn affidavit.
	Serialization	Tender notice All pages should be chronologically and sequentially serialized including cover page , all other pages and attachments.
	Mutilation of Bid document	Tender notice Technical proposal document should be properly bound and not mutilated.
	Valid Bid Bond	Section 2-B; 12.1 Original and specific to the tender. The Proposal is valid for the required number of days
	CR12 (for Limited companies) and IDs of the Directors	Section 3. Form Tech; 7 Tender notice CR12 to be system generated and valid. Copies of IDs of all directors certified by the commissioner of Oaths.
	Evidence of pre-proposal conference attendance	Section 3. Form Tech; 7 (Mandatory support documents) Procurement entity to confirm from the attendance register.
	Written Power of Attorney	ITC 22.1 (d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	Page initialization	ITC 17.2	Initial all pages of both technical and financial proposals by the person with power of Attorney.
	Dully filled forms	ITC: 22.1 (e)	The Technical Proposal is complete with all the forms and required documentary evidence submitted.
	Eligible countries	ITC: 22.1 (g)	Key Experts are from eligible countries
	Participation of key experts	ITC: 22.1 (h)	Key experts do not appear in more than one proposal, if so required
	Participation in other proposals by bidder	ITC: 22.1 (i)	A short-listed firm has not participated in more than one proposal
	Evidence that the consultant is not insolvent.	ITC: 22.1 (j)	The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up. Attach bank statements.
	Declaration form that the firm has or will not engage in any corruption or fraudulent practice.	ITC: 22.1 (k) Form	Form fully filled, signed and stamped as required.
	Declaration for debarment	ITC: 22.1 (l)	Form fully filled and signed as required. The Consultant is neither precluded from entering into a Contract nor debarred by PPRA
	The firm has not proposed employing public officials, civil servants and employees of public institutions		Declare in writing with the consultant's letter head that no engagement of public officers in the assignment.
	Conflict of interest	ITC: 22.1 (m)	The consultant to declare in writing that The Consultant, and key experts have no conflicts of interest.
	ALL CERTIFICATION SHALL BE BY COMMISSIONER OF OATHS.		
22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: <i>[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]</i></p> <p>Points</p> <p>(i) Specific experience of the Consultant, as a firm, relevant to the Assignment: <i>[0-5]</i></p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>(a) Technical approach <i>[0- 5]</i></p> <p>(b) Work plan <i>[0- 5]</i></p> <p>(c) Organization and staffing <i>[0-5]</i></p> <p>Total points for criterion (ii): <i>[15]</i></p> <p><i>(iii) Methodology and Organization</i></p> <p><i>Firm's experience and organization</i> 8</p>		

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																								
	<p><i>Comments on Terms of Reference</i> 8</p> <p><i>Methodology, Activity Schedule</i> 8</p> <p><i>Total score for Methodology and Organization [24]</i></p> <p><i>[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p> <p><i>(iv) Key Experts' qualifications and competence for the Assignment:</i> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="0" style="width: 100%;"> <tr><td>a) Project Director</td><td style="text-align: right;">[8]</td></tr> <tr><td>b) Urban Highways Engineer</td><td style="text-align: right;">[6]</td></tr> <tr><td>c) Materials / Geotechnical Engineer</td><td style="text-align: right;">[5]</td></tr> <tr><td>d) Structural / Drainage Engineer</td><td style="text-align: right;">[5]</td></tr> <tr><td>e) Hydrologist</td><td style="text-align: right;">[4]</td></tr> <tr><td>f) Engineering Surveyor</td><td style="text-align: right;">[4]</td></tr> <tr><td>g) Environmental Specialist</td><td style="text-align: right;">[4]</td></tr> <tr><td>h) Socio-Economic Specialist</td><td style="text-align: right;">[3]</td></tr> <tr><td>i) Transport Economist</td><td style="text-align: right;">[7]</td></tr> </table> <p><i>Total Score for Key Personnel [46]</i></p> <p>The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>(1) General qualifications (general education, training, and experience) [30 %]</p> <p>(2) Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments) : [60%]</p> <p>(3) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %]</p> <p>(v) Transfer of knowledge and training program (relevance of approach and methodology): [10 %].</p> <p><i>When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided]</i></p> <table border="0" style="width: 100%;"> <tr><td>(a) Relevance of training program</td><td style="text-align: right;">[2]</td></tr> <tr><td>(b) Training approach and methodology</td><td style="text-align: right;">[2]</td></tr> <tr><td>(c) Qualifications of experts and trainers</td><td style="text-align: right;">[3]</td></tr> </table> <p>Total points for criterion (v): [7]</p> <p>(vi) Participation by Kenya citizens among proposed Key Experts [3]</p> <p><i>[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p>Total points for the five criteria: <u>100</u></p> <p>The minimum technical score (St) required to pass is: <u>80</u></p>	a) Project Director	[8]	b) Urban Highways Engineer	[6]	c) Materials / Geotechnical Engineer	[5]	d) Structural / Drainage Engineer	[5]	e) Hydrologist	[4]	f) Engineering Surveyor	[4]	g) Environmental Specialist	[4]	h) Socio-Economic Specialist	[3]	i) Transport Economist	[7]	(a) Relevance of training program	[2]	(b) Training approach and methodology	[2]	(c) Qualifications of experts and trainers	[3]
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
23.4	An online option of the opening of the Financial Proposals is offered: Yes ____ or No ___√____.
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>KENYA SHILLINGS</u></p> <p>The official source of the selling exchange rate is:</p> <p>The date of the exchange rate is: _____</p>
29.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = <u>0.8</u> and P = <u>0.2</u></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
31	<p>The Standstill Period shall be: 14 days after award.</p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>
	D. Negotiations and Award
32.1	<p>Expected date and address for contract negotiations:</p> <p>Date: TO BE COMMUNICATED IN WRITING __ day/month/year</p> <p>Address: __ Barabara Plaza, Block D, Ground Floor Board Room, West wing, Mazao Road, Off South Airport Rd, JKIA, opposite Aviation House, Nairobi, Kenya</p> <hr style="border: 1px solid red; width: 20%; margin-left: 0;"/>
35.2	<p>Expected date for the commencement of the Services:</p> <p>Date: Fourteen (14) days after order to commence</p>
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>The publication will be done within 30 days after the contract signing .</p>

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from____ (*specify website*) during the procurement process and the execution of any resulting contract.
- l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the

proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 29.3 and 29.4 may lead to the termination of Contract negotiations.

- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*:

.....

Name and Title of Signatory:.....

Name of Consultant *(company's name or JV's name)*:.....

Contact information *(phone and e-mail)*:.....

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

1. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____
_____ *[Name of Procuring Entity]*

for: _____ *[Name and number of tender]* in response to the
request for tenders made by: _____ *[Name of Tenderer]* do hereby make the
following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

- 5. I have read and I understand the contents of this Certificate;
- 2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- 1. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
- 2. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
- 3. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 4. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
- 5. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
- 6. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no.33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or

- recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice “is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tenders submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N ^o of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

3 FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- i) **Technical Approach and Methodology.** *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR here.}*
- ii) **Work Plan.** *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
- iii) **Organization and Staffing.** *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

4. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) Preliminary Feasibility Report												
	5) Draft Final Feasibility Report												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												
N													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

6. FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
N															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
N															
											Subtotal				
											Total				

1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2.Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3“Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert’s country of residence.

■ Full time input



▨ Part time input

7. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Project /Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information : (e-mail.....
phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert _____ Signature _____ Date _____
{day / month/year}

Name of authorized _____ Signature, _____ Date _____

Representative of the Consultant (the same who signs the
Proposal)

8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

- a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

- b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

- c) Practice License or Certificate for the Firm

{ Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

- d) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

- e) Current work load.

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of current work load carried out by the firm.}

- f) CVs of the key experts as per the provided FORM TECH-6B

- g) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

- h) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

- i) Professional Membership of Key Experts

{Consultant to insert copies of professional membership certificate for its key experts}

- j) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

- k) Valid Bid Bond where necessary
(Consultant to insert the original)

- l) Litigation History (attached a sworn affidavit)

- m) Evidence of pre-proposal conference attendance.
(to refer to KURA meeting attendance Register)

FORM TECH ~ 8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.**..... for..... (Insert tender title/description) for..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to here in above is true to the best of my knowledge, information and belief.

.....
 (Title) (Signature)
 (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident of in the Republic of do hereby make a statement as follows: -

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of Tender No..... for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature)
(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of
(Name of the Business/ Company/Firm) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

.....

Capacity / title (director or partner or sole proprietor, etc.)

..... Name:

.....

Duly authorized to sign the bid for and on behalf of:[insert

complete name of Tenderer] Dated on day of [Insert

date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL ~ STANDARD FORMS

{Notes to Consultant shown in brackets {.....} they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of

Remuneration FIN-4

Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}
To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [*Insert title of assignment*]
in accordance with your Request for Proposal dated..... [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {*Insert currency*} {*Insert amount in words and figures*}.
{*Please note that all amounts shall be the same as in Form FIN-2*}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Signature..... (*of Consultant's authorized representative*) {*In full and initials*}: Full name: {*insert full name of authorized representative*} Title: {*insert title/ position of authorized representative*}
Name of Consultant..... (*company's name or JV's name*): Capacity: {*insert the person's capacity to sign for the Consultant*} Physical Address: {*insert the authorized representative's address*}
Phone: {*insert the authorized representative's phone and fax number, if applicable*} Email: {*insert the authorized representative's email address*}

{*For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached*}

FORM FIN-2: SUMMARY OF COSTS

	ITEM	COST
	Cost of the Financial Proposal	<i>Amount in Kenya Shillings (KES)</i>
	(1) Remuneration	
	(2) Reimbursables	
A	Subtotal 1. [Remuneration + Reimbursables]	
B	10% Contingencies	
C	Sub Total 2.	
D	Add: 0.03% Public Procurement Capacity Building Levy (Exclusive of all Taxes)	
E	Sub Total 3.	
F	Add 16% VAT to Subtotal 3.	
	GRAND TOTAL (TRANSFERRED TO FORM OF TENDER)	

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration _____					
No	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Local Currency- as in FIN-2}
Key Experts					
K-1		Project Director / Team Leader	[Home] [Field]		
K-2		Urban Highway Design Engineer	[Home] [Field]		
K-3		Materials / Geotechnical Engineer	[Home] [Field]		
K-4		Engineering Surveyor	[Home] [Field]		
K-5		Environmental Specialist	[Home] [Field]		
K-6		Socio-Economic Specialist	[Home] [Field]		
K-7		Structural / Drainage Engineer	[Home] [Field]		
K-8		Hydrologist	[Home] [Field]		
K-9		Transport Economist	[Home] [Field]		
Non-Key Experts/Support Staff					
N-1			[Home] [Field]		
N-2			[Home] [Field]		
Total Costs					

FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

*{This Form FIN 3B shall be used for **Time-Based** contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}*

Consultant:Country:.....
Assignment:Date:.....

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

..... [Name of Consultant]

Signature of Authorized Representative

Name:

Title:

Date:

FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3C shall be used for **Time-Based** contracts only}

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Rate per Working Month/Day/Hour	Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Procuring Entity's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2. Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:
$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$
Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.
Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.
- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for **Lump-Sum** contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses _____					
Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Kenya Shillings (KES)
	{e.g., Per diem allowances**}	{Day}		20	
	{e.g., International flights}	{Ticket}		None	
	{e.g., In/out airport transportation}	{Trip}		2	
	{e.g., Communication costs between Insert place and Insert place}	Air time		100,000	
	{ e.g., reproduction of _____}				
	{e.g., Office rent}				
				
	{Training of the Procuring Entity's personnel – if required in TOR}	No.		2x 1 month	
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

SECTION 5. TERMS OF REFERENCE

Consultancy Services for Feasibility Study, Environmental and Social Impact Study, and Preliminary Engineering Design of Nyamira Towns Roads

1. STUDY BACKGROUND

1.1. General

The Government of the Republic of Kenya (GoK) has earmarked funds through the Road Maintenance Levy Fund (RMLF) for use in engaging the services of a Consultancy Firm to undertake Consultancy Services for Feasibility Study, Environmental and Social Impact Study, and Preliminary Engineering Design of Nyamira Town Roads.

The Government of Kenya, through its implementing Agency, the Kenya Urban Roads Authority (KURA) shall require the Consultant to render all technical support services which may be deemed relevant to the above study. The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR).

1.2. Project Description

The project roads are located in Nyamira Town, Keroka Town and Nyasiongo Town, all in Nyamira County. The project roads traverse through built up areas and consist of gravel and earth roads with a total length of approximately **134.675 KMs** as detailed below:

A. NETWORK – NYAMIRA MUNICIPALITY

S/NO	Current Road ID (RID)	New RID	New Class	Road Name	Common Name	Road Length (KMs)
1.	D1984, D1980, D1979	K1_Nyamira	Cu	NYAMIRA-SIAMANI RD_4	Bundo Pri Sch Access, Nyamira (Shivling Supermarket)–Nyangoso Water Pump, Family Bank–Nyairicha Junct, Gesonso-Nyangoso–Nyangoge (Endiba)	5.091
2.	D1980, NR_46_406	K2_Nyamira	Cu	NYAMIRA-BOMWAGAMO	Nyamira (Shivling Supermarket)–Nyangoso Water Pump, Nyangoso TBC–Nyairicha	1.349
3.	D1981, D1982, NR_46_406	K3_Nyamira	Cu	NYAMIRA-SIAMANI RD_1	Bomondo Junct–Bwombangi, Bomondo Junct–Nyairicha pri sch, Nyangoso TBC–Nyairicha	1.263
4.	D1982	K4_Nyamira	Cu	NYAMIRA-SIAMANI RD.2	Bomondo Junct–Nyairicha pri sch	1.027
5.	D1981	K5_Nyamira	Cu	NYAMIRA-SIAMANI RD_1	Bomondo Junct–Bwombangi	1.449
6.	NR_46_406	K6_Nyamira	Cu	NYAIRICHA-NYANGOSO	Nyangoso TBC–Nyairicha	0.742
7.	D1981	K7_Nyamira	Cu	NYAMIRA-SIAMANI RD_1	Nyamira (Co-op Bank)–Bomondo Junct	0.545
8.	D1983	K8_Nyamira	Cu	NYAMIRA-SIAMANI RD_3	Nyabite Mkt–Bundo–Gesonso	0.879
9.			New		Barcelona Hotel–Eyaka Bridge–Chinche–Check Point (Nyangoge)	4.000
10.			New		(U_G64544) Egesieri Junct–Nyabite–Bundo–Nyangoso	2.800
11.			New		Menyinkwa–Bwasuga–(U_G6193) Kapkere	3.000
12.			New		Kioge Market – Mageri – Egesieri Junct	5.500
13.			New		Down Forest Academy–Sen. Kebaso Sec Sch	1.300
14.			New		Shivling Supermarket–Nyamache Maya–Nyangoso Junct–Nyangoso Pri Sch	3.000
15.			New		Nyaigwa Girls–Nyamira Catholic–Miruma Petrol station	0.700
16.			New		Borabu Inn Hotel–Down Forest Academy–Carwash	0.500
17.			New		Bondeni Junct – Etago TBC – Eranda – Nyakemicha	4.400
18.			New		Kioge–Eronge–Endiba	2.700
19.			New		Bwenchogu–Great News Church–St. Georges Academy	1.200
20.			New		Nyabite TBC–Nyabite Mkt	0.400

21.			New		Egesieri – Mwamoturi – Gesonso Junc		2.000
22.			New		Nyamira SDA Conference–Golan Heights Resort		0.400
23.			New		Down Forest Academy–Sen Kebaso Sec Sch		1.300
24.			New		Bisam Academy–Nyangoso TBC		0.350
25.			New		Kisii University–Bisam Academy – Gesonso Junction		0.800
26.			New		Menyinkwa–Bwasuga–(U_G6193) Kapkere		3.000
27.			New		Coop Bank–Nyairicha Junct		0.600
28.			New		Nyabite TBC–Nyabite Mkt		0.400
29.			New		Tente SDA Church–Children’s Home–Nyamira Nursing Home Hospital		1.000
30.			New		Nyabomite–Bundo–Sironga		3.000
31.			New		Kiong'ongi–Nyabomite Bridge		2.000
32.			New		Gesore Health Centre– Bwombangi		0.500
33.			New		Gesore Junct–Bundo		1.000
34.			New		Bwenchogu–Great News Church–St. Georges Academy		1.200
35.			New		Bwenchogu–Keera–Onyaswamu		1.500
36.			New		Bundo–Nyabite Junct		0.500
37.			New		Nyangoso–Brown Church – Gesonso Junct		0.500
38.			New		Gesonso Junct–Nyabite		0.300
39.			New		Guardian Hotel Access Road		0.100
40.			New		Boflos Hardware Access Road		0.100
41.			New		Nyairicha – Onyaswamu		0.600

42.			New		Nyabite (Mwamoturi) – Bundo		0.660
43.			New		Nyasanda – Gesore Health Centre		1.800
44.			New		Keera – Bomondo		0.650
45.			New		SDA Conference Centre – Dubai Guest House		0.200
46.			New		Kioge–Eronge–Nyaramba		2.800
47.			New		Carwash– Borabu– Co-operative – Florida– Public Works		1.690
48.			New		Bosose – Sironga–Nami		2.580
49.			New		Bundo – National Oil		2.200
50.			New		Ogango– Nami SDA Church		1.100
51.			New		Nyamira Nursing Home– ELCK Church		0.200
52.			New		Public Works Access Road		0.100
53.			New		Amazon Hotel–Sasuri Junct		1.800
54.			New		Nyangoso–Nyamiacho–Kioge		3.000
55.			New		Nyamiacho–Omokonge		2.500
56.			New		Geseneno Junct–Nami Junct–Gesore TBC		1.000
57.			New		Nami Sec Sch Junct–Sironga Junct		2.500
58.			New		Song'ongi-Kebirigo sec sch		1.500
59.			New		Miruma Petrol Station–Catholic Church – New Tarmac Road –Kiong'ongi		0.700
60.			New		Omokonge-Mageri		2.000
61.			New		Gekomoni – Kemasare TBC – Maguti		3.000
62.			New		Bobaracho– Menyinkwa SDA church –Nyaigesa SDA Church –Keera River		2.600

63.			New		Nyabite TBC-Nyakunguru-Rangenyo		2.700
64.			New		Biego Pri Sch – Bikororo		3.000
65.			New		Bundo–Bondeni		2.000
B. NETWORK-KEROKA TOWN							
			New		Keroka Mkt – Kenya Power		0.500
1			New		Kenya Power – DC's Office –Amabuko		2.200
2			New		(B3) St. Kizito – Market– Diamond Hotel		0.700
3			New		Metamaywa –Nyasore pri sch – Montine SDA Church – Keroka Posta		4.400
4			New		Keroka Market – Westland - KPLC –Bonga point –B3		0.700
5			New		Metamaywa– Nyabiemba – Keroka Health Centre		3.100
6			New		Montine –Montine SDA–Matangi –Kegogi pri sch		3.500
C. NETWORK-NYANSIONGO TOWN							
1			New		(D209) Eng.Chencha–Simbaut Milk Creamery Junct–Dam–Kamau Junct		4.000
2			New		(D209) Kijauri River–Riamomanyi TBC–(D209) Simbauti pri sch		3.800
3			New		Riensune –Riamomanyi Junct		1.200
4			New		B3–NCPB–Nyansiongo Town Admin Offices		0.300
5			New		Menyenya High Sch–Menyenya Dam–DC–NCPB Junct–D209		4.000
6			New		Kijauri River–Masige		1.000
	TOTAL						134.675

1.3. Selection Criteria

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

This is a Lump sum Contract.

1.4. Project Objectives

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

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

2. SCOPE OF WORK

2.0 General

The Consultant shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations and related services. In carrying their work, the Consultant shall cooperate fully with the concerned agencies of the Government of Kenya, in particular the Strategy & Economic planning Department, Kenya Urban Roads Authority, Ministry of Roads and Transport, Provincial Administration, Ministry in charge of Lands, County Governments 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.

2.0.1 Description

The study consists of: -

i. Feasibility Study

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

ii. Preliminary Design

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

iii. The consultant must meet all obligations as detailed in section 4.4

2.1 DETAILED SCOPE OF WORK.

2.1.0 General

- 2.1.0.1 The Consultant shall perform all economic, social, engineering, financial and environmental analyses and related work as described herein to attain the objective of the study.
- 2.1.0.2 The overall responsibility for support on administrative and coordination of the study rests with the Kenya Urban Roads Authority. The approval of the various study report stages will be the direct responsibility of the Strategy & Economic Planning Department of KURA.
- 2.1.0.3 In the conduct of his work, the Consultant shall cooperate fully with the Kenya Urban Roads Authority, State Department of Roads (Ministry of Roads & Transport), the Ministry in charge of Lands and Settlement, the Provincial Administrations, County Governments, Local Authorities and all other relevant Government Departments and Agencies. The Government will provide the Consultant with the data and services outlined herein if available. The Consultant shall be responsible, however for the analysis and interpretation of all data received, and the conclusions and recommendations in his report.
- 2.1.0.4 The consultant shall prepare an overview of projected land acquisition requirements if necessary, this should include details of how the corridor is defined accurately, together with the areas encroached and areas of illegal land allocations.
- 2.1.0.5 As the study progresses, the Consultant shall maintain close liaison with the Project Technical Team and shall submit for approval from time to time, according to the work programme, report studies from inception to completion.

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

- a) Net Present Value (NPV),
- b) Economic Internal Rate of Return (EIRR),
- c) First Year Rate of Return (FYRR), and
- d) Benefit Cost Ratio (BCR).
(*Preferably by HDM4 software*)

The Feasibility Study in its entirety includes review of all components which are contributing, affecting and being affected by the construction of these roads. They include (but are not limited to):

- a) **Poverty and Social I Assessment of project influence area, including:**
 - Public Consultation;
 - Gender Assessment;
 - Social Action Plan;
 - Indicators for Monitoring.
- b) **Environmental Scoping, including:**
 - Description of the Environment;
 - Screening of Potential Environmental Impacts and Mitigation Measures;
 - Environmental Management and Monitoring Plan;
 - Public Consultations and Information Disclosure;
 - Findings and Recommendations;
- c) **Environmental Assessment Review Procedure, including:**
 - Assessment of Legal Framework and Institutional Capacity;
 - Existing Environmental Guidelines and Policies;
 - Anticipated Environmental Impacts;
 - Environmental Assessment for Subprojects and/or Components;
 - Consultation, Information Disclosure, and Grievance Redress Mechanism;
 - Institutional Arrangement;
 - Monitoring and Reporting.

- d) **Engineering: Technical Investigation & Preliminary Design, including:**
 - Introduction & Description of Project Roads;
 - Technical Field Investigations;
 - Technical Design Standards and Guidelines;
 - Bio-Engineering Measures;
 - Climate Change Adaptation;
 - Proposed Road Upgrading Alternatives including “Do Nothing”;
 - Cost Estimate for various alternatives;
 - Detailed Technical Engineering Appendices.
- e) **Reviews of Existing Transportation and Economic Studies and masterplans for the Town**
- f) **Economic Evaluation, including:**
 - Analytical Scenarios / Alternatives, including “Do Nothing”;
 - Road Characteristics & Cost Estimates of Alternative Scenarios
 - Unit Costs and Operating Data, by Vehicle Type
 - Traffic
 - Normal Traffic
 - Generated Traffic
 - Induced Traffic
 - Traffic Growth Rates
 - Road-Based Quantifiable Benefits
 - Savings on Vehicle Operating Costs (VOC)
 - Savings on Value of Time (VOC)
 - Other Quantifiable Benefits
 - Standard Economic Analysis Multiplier & Retainer Local Share of Investment/Maintenance Costs
 - Proxy for Social Benefits and Affected Population
 - Residual Share of Bridges and Special Culverts
 - Standard Economic Analysis, 12% Discount Rate
 - Alternative Economic Analysis - at 5% Discount Rate
 - Sensitivity Analysis
 - Switching Values
 - Distribution of Benefits
 - Risk Analysis

2.1.1 STAGE 1: FEASIBILITY STUDY

A. ECONOMIC FEASIBILITY

i) Traffic Analysis

2.1.1.1 The Consultant shall determine the type and volume of existing traffic for the project roads by analysing all existing statistical data, and by conducting and analysing traffic counts and origin – destination studies. The Consultant shall undertake full road network analyses, in order to identify and quantify any potential for traffic diversion or reassignment that may result from improvements to the adjoining network connections. The Consultant shall undertake other field traffic investigations, as required.

2.1.1.2 Traffic studies will include and not be limited to:

- a) Traffic composition, occupancy, and volume counts;
- b) Origin-Destination studies; and
- c) Forecasts composed of normal, generated and diverted flows, if any, by appropriate vehicle types considering three scenarios (normal, optimistic and pessimistic).
- d) Axle load surveys;
- e) Accident studies.

Traffic surveys shall be carried out for seven (7) consecutive days with at least two (2) night counts. Where considered appropriate, the Consultant shall divide the road into sections and conduct the traffic analyses and studies in relation to these separate sections.

2.1.1.3 The consultant shall identify local links and potential in the study area. The Consultant shall describe, and quantify existing and potential traffic generating factors in the immediate areas served by the project and areas likely to be influenced by future economic development. Such factors are, among others:

- a) Population growth in rural and urban population distribution;
- b) Regional and national economic growth;
- c) Growth of vehicle ownership;
- d) Development of agriculture, irrigation, industry, commerce and tourism within the influence area;
- e) Development of social services, medical facilities, and schools; and
- f) Other factors identified by the Consultant.

2.1.1.4 The Consultant shall determine appropriate growth rates per category of vehicles (i.e. light, medium and heavy vehicles) using appropriate methods acceptable to the Client. The traffic growth should take into account the current legal and institutional constraints to promote regional integration and other physical barriers, which would have been identified as part of the study.

2.1.1.5 Based on the above analyses, the consultant shall provide for each identified option:

- a) Detailed annual traffic forecasts for a period of 10 years after the completion of the road; and
- b) More general projections of future traffic for the following 5 and 10 years.

Although greater emphasis is given to accurate forecasting in the earlier part of the project's life, all traffic forecasts shall be given at three growth rates, namely, low, medium and high for light, medium and heavy vehicles. The Consultant shall undertake scenario based forecasting and shall investigate regional integration impact between the two countries.

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

2.1.2 STAGE 2: PRELIMINARY DESIGN

General

- 4.3.1 The preliminary design shall be carried out as detailed hereunder, including all required field surveys and investigations. The alignment of the road section shall as much as possible follow the existing road alignment. The Consultant shall conduct all topographic surveys, hydrological/hydraulic studies, sub-surface soil explorations, material surveys and other field and laboratory investigations that are required for the preliminary engineering for the different options. This shall include:
- a) Establishment of dense network of survey controls and detailed topographical surveys, including cross-sections, plans and profiles of proposed alignment. This will include overlays of plot boundaries to show areas of encroachments and illegal allocations along the corridor;
 - (b) Climatic surveys;
 - (c) Material testing, soils and geotechnical investigations to identify and test appropriate materials for the construction and maintenance of the road;
 - (d) Alignment, evaluation of existing pavements of the road by undertaking Benkelman Beam surveys or Falling Weight Deflectometer and roughness using Bump Integrator with recommendations for improvement to higher standards and widening;
 - (e) Hydrology and hydraulic surveys;
 - (f) Collection of other physical and engineering data which are necessary to justify the technical feasibility of the proposed road;
 - (g) Preliminary boring and sub-surface investigations at the sites of existing and new bridges; and
 - (h) Plans for land acquisition where necessary.

Climate, Geology, Land Use and Topography

- 4.3.2 The Consultant shall describe the climatic conditions of the road study area, providing details of: (a) rainfall (monthly distribution and intensity, including rainy days per month); (b) temperature (minimum, median, and monthly ranges throughout the year); and (c) other climatic features of importance (e.g. wind, erosion, effects of extreme temperatures).
- 4.3.3 The Consultant shall compile a catalogue of the relevant geological features of the study read including a description of the soils and rocks encountered along the existing and new alignments and their effect and influence on such factors as route location and design.
- 4.3.4 The Consultant shall provide a description of the type and density of vegetation as well as existing land use within the study area.
- 4.3.5 The Consultant shall provide a topographical description of the area traversed by the road covering not less than 100m wide from the centreline, including the effects of relief on the vertical alignment.

Hydrology, Drainage and Geotechnical Investigation

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

- 4.3.8 Sufficient information shall be collected by the Consultant for the road to justify, and provide the basis for the preliminary engineering design of all crossings, drainage systems and all structures, including initial costing for the different options.

Traffic Analysis

- 4.3.9 The Consultant shall determine the type and volume of the existing traffic for the road by analysing all existing statistical data, and by conducting and analysis such traffic counts and origin-destination studies as are required to determine the nature of the traffic and the present volume of freight and passenger movements on the road. Other field investigations shall be undertaken by the Consultant as required.

- 4.3.10 Traffic studies will include:

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

Traffic survey shall generally be of one week duration comprising day counts with at least one night count. Where considered appropriate the Consultant shall divide the road into sections, and conduct the relevant traffic analyses and studies accordingly. Detailed proposals for the traffic surveys shall be submitted beforehand for approval by the Director (Policy, Strategy & Compliance).

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

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

- 4.3.12 Based on the analysis, the Consultant shall make:

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

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

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

Soils and Materials Investigations

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

Investigation of Alignment

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

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

- a) Existing road corridor width;

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

Design Standards

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

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

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

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

- 4.3.19 The Consultant shall investigate alternative alignments, pavement and structural proposals with a view to obtaining the optimum solution commensurate with the Road Design manuals, topography, climate, aesthetics and costs. Further the Consultant shall suggest to the Director (Policy, Strategy & Compliance) ways and means of resolving any unusual problem that might arise and not covered by above mentioned manuals in the light of conditions revealed during the preliminary design work.

- 4.3.20 Based on Traffic Studies and projections, and geotechnical tests, the Consultant shall develop at least two and not more than three preliminary design standards for the road project, and shall ascertain the merits and drawbacks of each to determine the final standard to be adopted for the road, whose design life should be taken as 20 years. It will be necessary for the Consultant to provide comparative data for construction and maintenance costs for the different design standards considered, in order to support the final designs adopted for the project road.

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

- 4.3.22 The Consultant shall prepare during this design stage preliminary proposals for the road alignment, pavements and structural work including all waterway dimensions for the approval of the Director (Policy, Strategy & Compliance). The Draft Design work shall include but not be limited to: -

- i. Preparation of maps showing the alignment alternatives. The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale 1:200. Accuracies shall comply with the road design manual.
- ii. An analysis of land usage proposals or other likely developments that may take place along the road alignment, which may affect the layout of the road. The usage shall be considered by the Consultant in preparing his preliminary report.

Survey Standards

The Consultant shall, to the extent possible, follow the recommended survey standards contained in the survey Act Cap 299, Land Acquisition Act Cap 295 and any other relevant standard acceptable

internationally while carrying out the following activities;

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

Preliminary Design

- 4.3.23 Based on the traffic studies, environmental impact assessment, cost analyses, and geotechnical tests, the Consultant shall develop preliminary designs for the different options of road standard with a design life of 20 years.
- 4.3.24 The Consultant shall prepare the preliminary design/drawings for the different options using the format and title sheets as required by the Client as follows:
- a) Location plans, Scale 1:5000;
 - b) Road plans, Scale 1:500 showing road centre-line, with chainages of horizontal curves; location, description and references to all drainage and bridge works; right-of-way demarcation indicating land utilization; and other relevant natural and cadastral information; and
 - c) Typical road cross-sections providing all geometric and pavement features.

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

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

Original plans shall become the property of the Client.

Preliminary Cost Estimate

- 4.3.25 For each option, based on the findings and analyses, the Consultant shall furnish:
- a) Preliminary quantities estimate with an accuracy of +/- 10% (ten per cent) for the proposed road section.
 - b) Preliminary design cost estimates for the different options including costs of environmental

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

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

a) For foreign currency

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

b) For local currency

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

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

Economic Costs

4.3.26 The Consultant shall examine all available information on vehicle operating and road maintenance costs and shall produce valid current estimates of such costs for both “without” and “with” situations. Attention should be given in the analyses to conditions affecting costs, which are specific to the region.

4.3.27 Since the greatest element of measurable and quantifiable user benefits to be derived from the improvement of existing motorable roads are, in practice, derived from savings in vehicle operating costs, the consultant shall give particular attention to the development of valid current estimates of such costs. In particular, the Consultant shall ensure that all individual factor unit costs (such as vehicle prices, interest rates, tyres, fuel, crew wages, insurance, etc.) input into the economic model are derived from direct investigation of present costs.

4.3.28 The Consultant shall ensure that the individual parameters such as roughness, which are input into the model to determine different component cost of vehicle operations shall be those that apply to the design standard being evaluated. In particular, the Consultant shall ensure that the base case (without) is well justified and is in accordance with the existing and expected future road maintenance policies and capabilities. It is expected that where design standards evaluated in the study have significantly different parameters they will be reflected in vehicle operating costs.

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

4.3.30 For construction costs of different options including all environmental mitigative measures costs and social costs, the Consultant shall give estimates separated into foreign and local currency components according to the details for estimated construction costs.

4.3.31 For road maintenance costs for different identified options the Consultant shall ensure that such costs are strictly related to current and forecast traffic volumes. The Consultant shall detail in the reports all

the data assumptions and parameters used to develop estimates of current and future road maintenance costs, separated into foreign and local costs following the same method of construction costs.

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

Economic Benefits

- 4.3.33 Economic benefits for each identified option shall be expressed primarily in terms of:

- a) Savings in vehicle operating cost;
- b) Savings in road maintenance expenditure;
- c) Residual value of the road structure at the end of the evaluation period; and
- d) Any other factor(s) that the Consultant shall consider relevant for the analyses, e.g. employment generation, accident reduction, time saving, etc.

The last factor(s) must be of demonstrable value added within the Kenyan economy.

- 4.3.34 In view of the fact that some indirect economic and social benefits arising from the improvements in road conditions are intangible or difficult to quantify accurately, the Consultant shall undertake detailed qualitative analyses of these benefits. Only those benefits that can be firmly demonstrated in quantitative terms shall be included in the economic evaluation of the project. The remaining qualitative benefits that have not been quantified may be used as secondary justification for project implementation.

Economic Evaluation

- 4.3.35 The Consultant shall undertake evaluation of the economic viability of each option following the completion of the study of the road using HDM IV or as directed by the Client. The Consultant shall calibrate the HDM IV as the case may be. For this, the economic costs of the option being evaluated shall be compared with the relevant level of economic user benefits arising from implementation of the project.

- 4.3.36 The economic viability for each option shall be expressed in terms of :

- a) The Economic Internal Rate of Return,
- b) The Net Present Value in relation to the Government's current opportunity cost of capital,
- c) The Benefit-Cost ratio, and
- d) First Year Rate of Return.

Preferred software for analysis is HDM4 software

- 4.3.37 The Consultant shall also express the results of the analysis in terms of the first year Rate of Return to indicate the optimum year of construction and opening of each road.

- 4.3.38 In view of the inevitable uncertainty about the precise values of some key variables of the cost/benefit equation, the Consultant shall subject these key variables to a sensitivity analysis. The Consultant shall also undertake sensitivity analysis and risk analysis for the different identified options.

- 4.3.39 Based on the results of different options, the Consultant will rank them and make recommendations for the Client and the Fund. The recommendations will then be presented to and discussed with the Client and the Fund.

- 4.3.40 The consultant shall also conduct and give a report on the socio-economic base line survey of the road projects preferably one kilometre radius for future economic impact analysis.

Environmental Impact and Social Assessment (ESIA)

- 4.3.41 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 project 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.

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

4.3.42 EIA Process

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

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

4.3.43 Environmental Scoping For the Project Roads

The Consultant shall prepare a Comprehensive Environmental and Social Scoping/Project Report for the Project roads as per Part II of the Environmental (Impact Assessment and Audit) Regulations, 2003. The Environmental and Social Scoping/Project Report will outline

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

The Consultant will carry out the following tasks among others:

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

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

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

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

4.3.44 Environmental and Social Impact Assessment Study for the Project roads

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 of Assessment Study Report. Conduct Environmental and Social

Impact Assessment Study in accordance with the NEMA approved Terms of Reference;

- (ii) 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;
- (iii) 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;
- (iv) Seek the views of the persons who may be affected by the proposed Project in consultation with NEMA;
- (v) Describe the potentially affected environment;

The Environmental and Social Impact Assessment Study Report shall be submitted to the Client alongside other reports.

- 4.3.45 The Consultant shall also prepare the ESIA project 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.

Project Sustainability and Institutional Capacity

- 4.3.46 The Consultant shall make recommendations concerning the sustainability of different options. In order to achieve this, the Consultant shall assess the existing practices of financing the maintenance of the urban roads network in the country and recommend possible solutions towards their improvement. This will include, but not be limited to, sources of road funding, allocation of funds and institutional set-up.
- 4.3.47 The Consultant shall also examine the local road construction industry, assess the capacity and identify the constraints of the road agency and the local contractors for carrying out routine and periodic road maintenance works. The Consultant shall propose measures to mitigate the constraints, if any, and which will encourage the local private sector to participate in road maintenance and construction in order to facilitate improvements to the urban road network activities.

Participatory Approach

- 4.3.48 The Consultant shall undertake a stakeholder analysis to identify relevant participants/participatory groups. The Consultant shall work closely with stakeholders, NGO's, donors, transport operators, and the local communities at different stages of the study. In addition, with the assistance of the Government, and immediately after submission of draft feasibility study reports, the Consultant will initiate and organize seminars on the improvements proposed to the study road section areas and take into account any suggestions for consideration and inclusion in the study.

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. Equipments

The Consultant shall procure and deliver brand new 2No. laptops and 1No. desktop computers to the client 30 days after the acceptance of Inception Report. The equipment delivered shall meet the specifications as specified in these ToRs and shall be for exclusive use of the Client. The Consultant shall be responsible for providing and maintaining genuine software licences for the purchased laptops and computers for the duration of the contract

The Laptops and desktops computers shall revert to the Client at the end of the contract

3.3. 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 USB external drive.** The consultant will discuss and get approval of the software format used to prepare the soft copies for drawings to ensure compatibility with available software in the Client's establishment. In order to facilitate speedy review by the Client of Consultant's work, the Consultant is encouraged to organize parts of the main reports into working papers for prior discussion with the Client before compilation into deliverables.

a) **Inception Report (1 Month)**

This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the conduct of the preliminary design – *5 hard copies and two softcopies* for the client.

b) **Preliminary Feasibility Study Report (6 Months):**

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

The Consultant shall prepare preliminary design drawings and reports in accordance with the format and title sheets as directed by the Team Leader, Project Technical Team. These documents to be submitted in *5 hard copies and two softcopies* to be submitted to the Team Leader-Project Technical Team shall include a description of: -

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

cost estimates broken down into foreign and local currencies shall be shown clearly – *5 hard copies and two softcopies* to be submitted to the Team Leader-Project Technical Team.

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

c) **Draft Final Feasibility Study Report (6 Months)**

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

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

The Draft Feasibility Study Report shall conform to the report structure shown in section 3.6 of the Terms of Reference. *5 hard copies and two softcopies* to be submitted to the Team Leader-Project Technical Team.

d) **Final Feasibility Study Report (3 Months)**

The report will generally incorporate comments generated from the presentation of the Draft Final Feasibility Study Report as well as comments from the Client's Technical Team. 2 hard copies and two softcopies will initially be submitted to the client as Final Feasibility Study Reports, a presentation done and thereafter, validation to be carried out from the 4th week upon submission. The validated report shall then be presented to the Team leader-Project Technical Team (*10 hard copies and two softcopies*)

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

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

e) **Progress Reports (Monthly)**

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. This shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them – *2 hard copies and two softcopies* to be presented to the Team leader-Project Technical Team.

3.4. 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 USB external drive.

3.5. Time Schedule

The feasibility study and preliminary engineering designs shall be completed and forwarded to the Team Leader, KURA Technical Team within Sixteen (16) 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.

Schedule: Proposed Time Schedule for Consultancy

ACTIVITY	MONTHS								
	M 1	M 2	M2	M3	M4	M5	M6	M7	M....
Inception Report									
Comments KURA									
Delivery of Equipments									
Preliminary Design Report									
Comments by KURA									
Draft Final Feasibility Report									
Comments by KURA									
Final Feasibility Study Report									

3.6. 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.

3.7. Report Structure

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

Executive Summary

Chapter 1 – Introduction

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

Chapter 2 - Socio-Economic Review

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

Chapter 3 - Strategic Development Plan

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

Chapter 4 – Preliminary Engineering Design

- Introduction & Description of Project Roads
- Technical Field Investigations

- Technical Design Standards and Guidelines
- Climate Change Adaptation (El – nino)
- Proposed Road Upgrading Alternative Scenarios (including “Do Nothing” as base scenario)
- Cost Estimates
- Engineering Appendices:
 - Appendix 1. Preliminary Topographic Survey data
 - Appendix 2. Preliminary Engineering Design Drawings
 - Appendix 3. Proposed Land Acquisition Plans and estimated costs
 - Appendix 4. Materials Source Maps
 - Appendix 5. Cost Estimates

Chapter 5 - Social & Poverty Assessment and Safeguards

- Socio-Economic Context of Regions and Districts
- National Poverty Reduction Strategy
- Causes and Characteristics of Poverty
- Poverty in the Project Area
- Socio-Economic Profile of the Study Area
- Consultation Meetings
- Beneficiary Profile
- Poverty and Social Impact Assessment (PSA)
- Gender Assessment
- Social Action Plan
- Indicators for Monitoring
- Resettlement Framework
- Conclusions
- Social Appendices
 - Appendix 1 - Resettlement Screening
 - Appendix 2 - Resettlement Action Plan
 - Appendix 3 - Poverty reduction and social strategy
 - Appendix 4 - Socio – Economic Profile

Chapter 6 - Environmental Impact Assessment

- Introduction
- Assessment of Policy, Legal Framework and Institutional Capacity
- Anticipated Environmental Impacts
- Environmental Assessment for Subprojects and/or Components
- Consultation, Information Disclosure, and Grievance Redress Mechanism
- Institutional Arrangement
- Monitoring and Reporting
- Appendices
 - Appendix 1- Environmental Assessment Checklist Form
 - Appendix 2 - Environmental Impact Assessment Report

Chapter 7 - Climate Change Adaptation

- Climate Change
- Identified Environmental Risks and Climate Change Vulnerability
- Climate Change as a Development Challenge
- Anticipated Risks of Climate Change on Road Upgrading

Chapter 8 – Traffic – Reviews of Existing Studies

- Background and Data Sources
- Road Network in the Study Area
- Survey Methodology
- Surveys Conducted
- Average Daily Traffic (ADT) & Average Annual Daily Traffic (AADT)

- Road Side Survey (O-D) in respect of the Bypass roads
- Induced Traffic
- Estimated Traffic Growth Rate
- Future Traffic Generators
- Traffic Demand Forecast for the Project roads
- Appendices:
 - Traffic Survey Forms
 - Detailed Traffic Data, by Vehicle Type
 - Traffic Demand Forecasts

Chapter 9 - Economic Evaluation

- Introduction
- Objectives of Economic Evaluation
- Analytical Scenarios/Alternatives
- Road Characteristics & Cost Estimates of Alternative Scenarios
- Unit Costs and Operating Data, by Vehicle Type
- Traffic
- Quantifiable Benefits
- Estimating Multiplier & Retainer Local Share of Investment/Maintenance Costs
- Proxy for Social Benefits and Affected Population
- Residual Share of Bridges and Special Culverts
- Environmental/Road Safety Impacts
- Standard Economic Analysis, 12% Discount Rate - Summary Results
- Alternative Economic Analysis - at 5% Discount Rate
- Sensitivity Analysis
- Distribution of Benefits
- Risk Analysis
- Conclusion and Recommendations

Chapter 10: Financial Viability Analysis

- Financing options
- Repayment Plan
- Repayment capacity analysis
- Conclusions and recommendations

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) Analysis of Contract Rates, latest edition
- v) Sample standard drawings

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

The Client will:

- (i) Ensure free access to all sites and locations connected with the execution of the study;
- (ii) Provide the Consultant with any assistance as the Consultant may be entitled to in accordance with the Terms of Reference
- (iii) Provide the Consultant with all documents, data, any existing photographs and other information pertaining to the study that are available with the Government; and
- (iv) Provide three counterpart personnel (interns) for on-the-job training with the consultant during the contract period.
- (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

- 4.4.1. 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. All information, data and reports obtained from the Client in the execution of the services of the Consultant shall be properly reviewed and analysed 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.
- 4.4.2. The consultant shall be responsible for analysis, interpretation, and conclusion made from the data and information provided by the client.
- 4.4.3. The Consultant shall be responsible for arranging for all necessary office and living accommodation for their staff, equipment and supplies, surveys, investigations, materials testing, secretarial services related to the performance of the works
- 4.4.4. The Consultant shall be responsible for the printing of all reports, drawings, maps, etc
- 4.4.5. 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 USB external drive and in acceptable electronic format.
- 4.4.6. The Consultant shall provide the facilitation for Clients Supervision Team. This includes Two Hundred (200) days per diem allowance at JG 'S' and transport by providing a well maintained and comprehensively insured vehicle for the supervision team for Sixteen (16) months. Specifications and provisions for the vehicle are as follows; 4WD Double Cab less than 4 years old, a driver, travel per month of 5,000Kms. The vehicle shall revert to consultant after 16 months of exclusive use by the Client.
- 4.4.7. The Consultant shall provide Two new high-end laptops, one from HP and one from Lenovo. Both laptops must feature these Technical Specifications Intel® Core™ i9-15th Gen processor, Memory - 32 GB DDR4 RAM, Hard Drive - 2TB PCIe® NVMe™ M.2 Solid State Drive (SSD). They should have a 13.3-inch Full HD (1920 x 1080) multitouch-enabled IPS display with 4GB Intel Arc A370M Graphics. The laptops must support External Ports: 1 Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4, HP Sleep and Charge); 1 SuperSpeed USB Type-A 5Gbps signaling rate (HP Sleep and Charge); 1 SuperSpeed USB Type-A 5Gbps signaling rate; 1 AC smart pin; 1 headphone/microphone combo. connectivity, Camera - Wide Vision 720p HD camera with camera shutter and integrated dual array digital microphones and must come pre-installed Operating System (OS) i.e. Windows 11 Pro Activated and Microsoft Office Professional Plus 2021 - Activated. Audio by Bang & Olufsen; Dual speakers; HP Audio Boost. Battery Type -3-cell, 51 Wh Li-ion

polymer. Each laptop must include accessories such as a laptop bag, an Ethernet adapter, charger and a wireless mouse. A one-year warranty should be provided for both laptops, and the Consultant must ensure that the HP and Lenovo models meet these specifications and are delivered in pristine condition with all accessories included.

4.4.8. The Consultant shall provide One Desk top Computer with the following minimum specifications. Intel Core i7 13700T, 16GB DDR4 3200, 1TB PCIe NVMe M.2 SSD~9R7F5EA, Screen size 17' and accessories

4.4.9. The Consultant shall provide a training plan for counterpart personnel, as approved by the Client. The training shall be for Three (3) staff members at JG 'S' and will be a Four (4) weeks Course conducted at KSG Mombasa. The Consultant will cover the following:

- Tuition fees
- Per diems for the 4 weeks as per the rates approved by SRC
- Air fare tickets
- Local travel expenditures of Kshs. 20,000

4.4.10. The consultant shall remunerate the three counterpart personnel (intern) provided by the Client as per Government approved rates for 16 Months. The interns will be identified and domiciled at Clients offices and shall be paid night out allowances while on duty outside Nairobi.

5. PERSONNEL REQUIREMENTS

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

5.1. The Consultant's Key Personnel

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

It is anticipated that **40 staff man– months** of key professional staff stated below would be required to accomplish the tasks stated in the TOR of the assignment:

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

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

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

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

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

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

- Lead the feasibility sub-study task team;
- Ensure all deliverables are prepared in accordance with quality and time constraints;
- Research and review data, including that associated with planned government or private development in the area of influence of the road and incorporate in the economic analysis as appropriate;
- Determine financial and economic vehicle operating costs for representative vehicle types;
- Prepare an economic evaluation of the proposed road upgrading options following National Guidelines for the Economic Analysis of Projects. Reduction in travel time and transport costs, cost of accidents, increased agricultural production and other net social benefits arising from the project will be taken into account;
- Identify the cost benefits of climate change adaptation options and provide recommendations based on most cost-effective measures;
- Undertake switching value calculations and sensitivity analysis for variations in key parameters and budget constraints.
- Undertake risk analysis in accordance with National Guidelines for Integrating Risk Analysis of Projects;
- Analyse how limited access to transportation services contributes to poverty in the project area of influence;
- Based on the economic analysis, estimate the expected distribution of project net benefits among freight transport users, passenger transport users, vehicle owners, NMT and the government;
- Prepare feasibility reports for submission to the Client. The report should be prepared following National guidelines, taking into account direct and indirect impacts during pre- construction, construction and operation, and of implementing mitigation measures and monitoring plans.

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

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

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

- Lead the preliminary engineering design sub-study task team;
- Ensure all deliverables are prepared in accordance with quality and time constraints;
- Review available engineering data, including any data relating to availability and quality of construction materials.

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

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

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

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

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

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

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

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

- Undertake screening and scoping and prepare the resettlement and indigenous peoples screening forms and checklists for the project.
- Assess land acquisition and resettlement impacts in accordance with the National resettlement guidelines and prepare a resettlement plan (RP).
- Submit the RP;
- Assess the social impacts of the project and prepare analyses for inclusion in the feasibility study reports and in the IEE. Recommend mitigation measures where needed and estimate their cost.

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

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

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

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

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

g) Engineering Surveyor (ES) – 5 Man months

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

- Acquire necessary physical / cadastral plans from the relevant Government bodies, and use the same to identify existing road corridors;
- Manage a team of technician surveyors, ensuring best practice and appropriate accuracy;
- Conduct control surveys and install permanent and stable benchmarks suitable for reference during detailed design work and construction;
- Conduct preliminary topographic surveys of the road corridor, sufficient for preliminary design work;
- Ensure timely and accurate transfer of survey information to the design engineers;
- Prepare land acquisition plans.
- Link control points of project area to the National Grid

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

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

The SDE will be responsible for the preliminary design and cost estimation of drainage and drainage structures including bridges, culverts and side drains. The Structural Engineer will undertake the following tasks:

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

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

i) **Hydrologist – 4 Man-months**

The hydrologist will undertake the following tasks:

- Responsible for the collection of climatological data.
- Record and evaluate this data prior to use for drainage design purposes.
- Establish the ideal rainfall, intensity, duration and frequency data and ensure it corresponds to the data being applied to the design of drainage structures.
- Prepare individual watershed areas for drainage structures located along the proposed road alignment.
- Conduct interviews with local residents in the area regarding flood history of the waterway to include flood height, duration, and frequency.
- Must be resourceful in collection of available recorded data and topographical maps of the project areas.
- Review and analyse designs to include storm water management plan requirements

The Hydrologist will be a competent and qualified candidate, with a degree in Civil Engineering/Water Engineering and a minimum of 10 years post qualification professional experience, of which not less than 5 years have been in the design and construction of major highway contracts of similar nature.

5.2. Support Staff – 30 Man-months

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

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

5.2.1. Work Schedule

The consultant shall propose a schedule of activities and corresponding deployment of manpower, which will ensure that all duties entrusted to him/her, will be adequately performed. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement.

Schedule I: Proposed Time Schedule for Study

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

Records of Documents

5.2.2 After delivery of all final documentation, the originals of the following documents are to be deposited with the Director (PS&C).

- i. All drawings, both in full size and photo-reduced, all in transparent Engineering Matte film material.
- ii. Tabulated test result of the materials investigations and any interpretation there from inclusive of materials charts
- iii. Structural calculations

5.3 Time Schedule

The complete study and documentation shall be completed within the duration of the assignment as specified under clause 3.2(a), (b), (c) and (d). All reports shall be completed and forwarded to the Director (PS&C) within the period specified under the “Time Schedule Table for Study” under clause 5.2 above. The Consultant shall allow for one (1) month for comments and discussions with the Director (PS&C) between submission of each report in accordance with “**Schedule 1: Proposed Time Schedule for Study**”. The Consultant shall then prepare the final report and documentation within the last one month of the assignment period.

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

5.4 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.

CONTRACT FOR CONSULTANCY SERVICES

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

Contract No.: KURA/RMLF/HQ/408/2024-2025

Contract Description: FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT STUDY AND PRELIMINARY ENGINEERING DESIGN OF NYAMIRA TOWN ROADS

Between

_____ *[Name of the Procuring Entity]*

and

_____ *[Name of the Consultant]*

Date:

I. FORM OF CONTRACT ~ LUMP-SUM

This CONTRACT (herein after called the “Contract”) is made the day of the month of[month], [year], between, on the one hand,..... [name of Procuring Entity] (herein after called the “Procuring Entity”) and, on the other hand,[name of Consultant] (herein after called the “Consultant”).

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member]and [name of member] (herein after called the “Consultant”).]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
 - b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
 - c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
- NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
 - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity]

[full name of Authorized Representative of the Procuring

Entity] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture]* *[full name of Consultant's*

authorized representative] _____

[title] _____

[signature] _____

[date] _____

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture].....

[signature] _____

[date] _____

[Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

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 here below;

“Contract Period” means the amount of time allowed for the performance of the Services here below including any extension of time;

“Foreign Currency” means any currency other than the Kenya Shilling; “GC” mean these General Conditions of Contract;

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

“Local Currency” means the Kenya Shilling;

“Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

“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 Sub consultant as employees and assigned to the performance of the Services or any part thereof;

“Key Expert(s)” means an individual professional whose skill, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the

II. General Conditions of Contract

“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

1.2 Law Governing Contract

This Contract, its meaning and interpretation and the Contract relationship between the Parties shall be governed by the Law s 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, wwhether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized 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 wwhich is deemed to have been included in the Contract Price.

2. COMMENCEMENT, C O M P L E T I O N , M O D I F I C A T I O N A N D T E R M I N A T I O N O F C O N T R A C T

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated.

2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than after the effective 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;
- 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;
 - if the Consultant becomes insolvent or bankrupt;
 - 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
 - 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.

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

- 2.6.2 By the Consultant** The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;
- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
 - (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:
- (c) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
 - (d) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs' incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

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

3.2 Conflict of Interests

- 3.2.1 Consultant Not to Benefit from Commissions Discounts, etc.**
- i. The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub-consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

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

- 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 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 with respect to taxes and duties which increases or decreases the cost the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant Contract shall be increased or decreased accordingly by between the Parties and corresponding adjustments shall be made to 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.
- 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 Dealed Payment** Payment shall be made within Ninety (90) days of receipt of invoice and the relevant documents specified in Clause 6.4 and only after approval the relevant reports. The counting of the days start after the approval acceptance of the relevant reports. If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple paid to the Consultant for each day of delay at a rate one percentage above the prevailing Central Bank of Kenya's average rate for base.

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

SECTION 8: 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 _____ [name of Member]
1.4	<p>The addresses are: Client: Director General</p> <p>Kenya Urban Roads Authority (KURA) P. O. Box 41727 – 00100 <u>Nairobi, Kenya</u> Attention: Director, Policy Strategy & Compliance</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone; _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are: For the Client: Director, Policy Strategy & Compliance For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is (_____) [date]. 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</p>
2.2	The date for the commencement of Services is _____ [date]
2.3	<p>The period shall be <u>16 Months</u> [length of time]. 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. Note: Fill in the period, e.g., four months or such other period as the Parties may agree in writing.</p>
2.4	<p>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.</p>
2.5	<p>The consultant shall be held responsible for the accuracy of the data up to the time of implementation e.g. Survey data, material investigation, land acquisition, etc</p>

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. Comprehensive motor vehicle insurance: **KShs 5,000,000**
v. Employer's Liability and workers compensation: **KShs 5,000,000**

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

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

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

Payments shall be made according to the following schedule:

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

Thirty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Project Manager of the Preliminary Feasibility Study Report.

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

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Project Manager of the Final Feasibility Study Report.

Payments in Ksh shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

4.39.1 Payments will be made within 90 (ninety) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above. Late payment will attract interest from the client.

4.39.2 The Consultancy services rendered by the Consultant shall be carried out to the full satisfaction of Director (Policy, Strategy & Compliance) 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.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C – Breakdown of Contract Price

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3andFIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [FormFIN-3andFIN-4] at the negotiations or state that none has been made.}

Appendix D - Form of Advance Payment Guarantee

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment _____ [Bank's Name and Address of Issuing Branch or Office] Beneficiary: _____ [Name and Address of Procuring Entity] Date: _____

ADVANCEPAYMENTGUARANTEE No.: _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called" the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (herein after called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in b reach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number ___ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made

Full repayment of the amount of the advance payment, or on the day of _____, ² whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature]

Note: *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

CONTRACT FOR CONSULTANT'S SERVICES

4 TIME-BASED CONTRACT

Consulting Services for:

Contract No.: _____

Contract Description: _____

between

[Name of the

Procuring Entity] and

[Name of the Consultant]

Date:

II: FORM OF CONTRACT-TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (herein after called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Procuring Entity has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
 - a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity] [Authorized Representative of the Procuring Entity—name title and signature]*

For and on behalf of _____ *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant—name and signature]*

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[insert the name of the Joint Venture]*
[Name of the lead member]
[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]) *

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Rate per Working Month/Day/Hour	Fixed per Working Month/Day/Hour ¹
Home Office									
Work in Kenya									

Expressed as percentage of 1

¹ Expressed as percentage of 4

* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.}
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for Advance

Payment

_____ [Bank's Name and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of Procuring
Entity] Date: _____

ADVANCE PAYMENT GUARANTEE No. _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on
the signed Contract] (herein after called" the Consultant") has entered into Contract No. _____
_____ [Reference number of the contract] dated _____ with you,
for the provision of _____ [brief description of Services] (hereinafter called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of
_____ [Amount in figures] 0 [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you
any sum or sums not exceeding in total an amount of _____ [amount in figures] 0 [amount in words] upon
receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are
in breach of their obligation under the Contract because the Consultant have used the advance payment for
purposes other than toward providing the Services under the Contract.
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must
have been received by the Consultant on their account number _____ at _____ [name
and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment
repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This
guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the
Consultant has made
full repayment of the amount of the advance payment, or on the day of _____, 2____, ² whichever is earlier.
Consequently, any demand for payment under this guarantee must be received by us at this office on or before

that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the
final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment
as
Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an
extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In
preparing this guarantee, the procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor
agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such
extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: _____ *[insert the name of the Entity]*

Contract title: _____ *[insert the name of the*

contract] RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultant submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	.....	....	....	....	.....

(ii) Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

iii) How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*].

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Procuring Entity*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Procuring Entity*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] *delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ [*insert the name of the Procuring Entity*]:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

1. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT (Review Board)

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

2 NOTIFICATION OF AWARD

REF: KURA/SCM/XXXX/XXX

Date: xxxxxxxx

To: *[name and address of the winning Consultant]*

Subject: Notification of Award Contract No.....

This is to notify you that your Proposal dated _____ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on _____ for the contract amount of _____ *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Draft Negotiated Contract

3. BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Request for Proposal Reference No.: _____ [insert identification no]
 Name of the Assignment: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

OR

iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant:[insert complete name of the Consultant]_____*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

**In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

***Persons signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules*