



KENYA RURAL ROADS AUTHORITY

ROADS 10,000 PROGRAMME: LOW VOLUME SEAL ROADS (LVSR): PHASE 1

REQUEST FOR PROPOSALS

FOR

CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDIES FOR LOT 19 COMPRISING OF UPGRADING TO BITUMEN STANDARD AND MAINTENANCE OF;

- 1) Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 And Muhotetu - Sipili Road In Baringo County**
- 2) Oinamoi – Kapluk - Barwessa Road In Baringo County**

TENDER NUMBER: KeRRA/011/38/01/2017/2018

OCTOBER, 2017

GENERAL MANAGER (PLANNING, ENVIRONMENT
& R2000)
KENYA RURAL ROADS AUTHORITY
P. O. BOX 48151-00100
NAIROBI

DIRECTOR GENERAL
KENYA RURAL ROADS AUTHORITY
P. O. BOX 48151-00100
NAIROBI

TABLE OF CONTENTS

SECTION A:	INVITATION TO TENDER	1
SECTION B:	INFORMATION TO CONSULTANTS.....	3
Annex A		14
Annex B		17
Annex C		18
SECTION C:	TERMS OF REFERENCE (TOR)	19
SECTION D:	TECHNICAL PROPOSALS STANDARD FORMS.....	33
SECTION E:	FINANCIAL PROPOSALS STANDARD FORMS.....	44
SECTION F:	STANDARD FORM OF CONTRACT.....	52

SECTION A: INVITATION TO TENDER

Dear Sirs,

REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDIES FOR LOT 19 COMPRISING OF UPGRADING TO BITUMEN STANDARD AND MAINTENANCE OF; (1) MARIGAT – MUCHONGOI – KARANDI, OL NGARUA - MUHOTETU - JNCT C77 AND MUHOTETU - SIPILI ROAD IN BARINGO COUNTY AND (2) OINAMOI – KAPLUK - BARWESSA ROAD IN BARINGO COUNTY

TENDER NUMBER: KeRRA/011/38/01/2017/2018

1. The Government of the Republic of Kenya through the Ministry of Transport, Infrastructure, Housing and Urban Development represented by Kenya Rural Roads Authority (KeRRA), a State Corporation established under the Kenya Roads Act, 2007 (*hereinafter referred to as 'the Authority'*) intends to upgrade and construct various Roads and Bridges.
2. The Authority seeks to procure a Consulting Firm with adequate capacity to undertake Environmental and Social Impact Assessment (ESIA) Studies for Lot 19 comprising of Upgrading to Bitumen Standard and Maintenance of (1) Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 and Muhotetu - Sipili Road in Baringo County and (2) Oinamoi – Kapluk - Barwessa Road in Baringo County.
3. Proposals are therefore invited from eligible Consulting EIA Firms registered with the National Environment Management Authority (NEMA).
4. Mandatory Pre-Bid Site Visit for the Project shall be held on **30th October and 29th November, 2017** as per the details on the Tender Notice in the Authority's Website.
5. The following **MUST** be submitted together with the Proposals: -
 - a) Power of Attorney
 - b) Copy of Certificate of Incorporation.
 - c) Curriculum Vitae (CV) of the proposed Key Personnel, signed by the respective Personnel not earlier than the date of this invitation. In addition, the Curriculum Vitae shall bear the current telephone and postal addresses of the personnel.
 - d) Copies of certificates and testimonials of the proposed Key Personnel.
 - e) Valid Annual Practising Licence issued by the National Environment Management Authority (NEMA).
 - f) Proof of similar previous experience.
 - g) Audited Accounts for the last 3 years prior to Proposal submission date. Bidders who have been in existence for less than one audit period should demonstrate financing arrangements equivalent to Kshs 2.5 Million.
 - h) Valid Tax Compliance Certificate.
 - i) Taxpayer Registration Certificate (PIN and VAT).

j) Proof of attendance of Pre-Bid Site Visit.

More details are provided in this Request for Proposals Document.

6. The Bids shall be submitted to the Authority in plain sealed envelopes and clearly marked with the description:

“Request for Technical and Financial Proposals for Consultancy Services for Environmental and Social Impact Assessment (ESIA) Studies for Lot 19 Comprising of upgrading to bitumen standard and maintenance of; (1) Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 and Muhotetu - Sipili Road in Baringo County and (2) Oinamoi – Kapluk - Barwessa Road in Baringo County, Tender Number: KeRRA/011/38/01/2017/2018”, and addressed to: -

Director General
Kenya Rural Roads Authority
Blue Shield Towers, 6th Floor
P.O. Box 48151-00100
NAIROBI

So as to be received on or before **7th December, 2017 at 11.00 am**. Opening of the Bids will take place thereafter at the **Authority’s Board Room on 6th Floor, Blue Shield Towers, Hospital Road, Upperhill at 12.00 noon** in the presence of Tenderer’s Representatives who wish to attend.

7. Interested Bidders may also obtain further information from the Procurement Department of the Authority at the address below during official working hours from 0800 to 1700 hours (local time), Mondays to Fridays:

Manager (Procurement)
Kenya Rural Roads Authority
5th Floor, BlueShield Towers
P.O. Box 48151-00100, **NAIROBI**
Email Address: kerra@kerra.go.ke, dgkerra@kerra.go.ke
Tel: +254(20)8013846/2710451, Mobile: +254 724 735 568

**PROCUREMENT MANAGER
FOR: DIRECTOR GENERAL
KENYA RURAL ROADS AUTHORITY**

SECTION B: INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in Annex “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in Annex “A” for consulting services required for the assignment named in the said Annex. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.3 The Consultants are informed that PRE-BID site visit is **mandatory** and they shall examine the Site of Works and its surroundings and obtain for themselves all information that may be necessary for preparing the bid and entering into a contract for the Works. The costs of visiting the site shall be borne entirely by the Consultants. The Consultants and any of their personnel or agents will be granted permission by the Client to enter its premises and lands for the purpose of such inspection, but only on the express condition that the Consultants, their personnel and agents, will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.
- 1.4 The Employer will conduct a Site visit, attendance of which is mandatory for all bidders. Failure to attend the site visit by any bidder will lead to disqualification of his/her proposal.
- 1.5 Consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in Annex “A” to arrange for any visit or to obtain additional information on the pre-bid site visit. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.6 The Client will provide the inputs specified in Annex “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

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

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

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

3. PREPARATION OF PROPOSAL

- 3.1 The Consultants' proposals shall be written in English language.

Technical Proposal

- 3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:-
- a) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - b) For assignments on a staff-time basis, the estimated number of professional staff-months or weeks is given in Annex "A". The proposal shall however be based on the number of professional staff- months or weeks estimated by the firm.
 - c) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- d) Proposed professional staff must as a minimum, have the experience indicated in Annex “A”, preferably working under conditions similar to those prevailing in Kenya.
- 3.4 Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position. The Technical Proposal shall provide the following information using the attached Standard Forms: -
- a) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
 - b) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - c) A description of the methodology and work plan for performing the assignment.
 - d) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing. No dual roles shall be permitted and each proposed staff member shall have only one role.
 - e) CVs recently signed (**after the date of invitation of Consultants**) by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
 - f) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
 - g) A detailed description of the proposed methodology, staffing and monitoring of training, if Annex “A” specifies training as a major component of the assignment.
 - h) The Firm’s organisational chart showing the reporting structure of staff in undertaking the assignment.
 - i) Any additional information requested in Annex “A”.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, Consultants are expected to take into account the

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

- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the sub-Consultants and their personnel, unless Annex “A” specifies otherwise.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for **210** days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorised to sign the proposals.
- 4.2 For each proposal, the Consultants shall prepare the number of copies indicated in Annex “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Annex “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Annex “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Client department until all submitted proposals are opened publicly.

5. EVALUATION OF PROPOSAL: GENERAL

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

Clarification of Proposals and Contacting of the Employer

- 5.3 To assist in the examination, evaluation, and comparison of Proposals, the Client may, at its discretion, ask any Consultant for clarification of its Proposal, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with 5.6, 5.7 & 5.8 below.
- 5.4 Subject to Clause 2 above, no bidder shall contact the Employer on any matter relating to its Proposal from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Client, it should do so in writing.

Examination of proposals and determination of responsiveness

- 5.5 Prior to the detailed evaluation of proposals, the Client will determine whether each proposal (a) has been properly signed; (b) is substantially responsive to the requirements of the Request for Proposal; and (c) provides any clarification and/or substantiation that the Client may require to determine responsiveness pursuant to Sub-Clause 5.7.
- 5.6 A substantially responsive proposal is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A

material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Request for Proposal, the Client's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

- 5.7 If a Proposal is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Evaluation and Comparison of Proposals

- 5.8 The Client will then evaluate and compare only the proposals determined to be substantially responsive. Any variation, deviation and alternative offers will be rejected and shall not be taken into account in proposal evaluation. The responsiveness criteria shall be as per the table below together with the requirements outlined in the Invitation to Consultants.

Responsiveness Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture		
				All Parties Combined	Each Party	One Party
1. Eligibility						
1.1	Conflict of Interest	No conflicts of interest	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A
1.2	Incorporation & Registration	Pursuant to the Invitation to Consultants; - Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorised to do business in Kenya. - Valid Tax Compliance Certificate - Valid Annual Practicing Licence of the firms(s) issued by the National Environment Management Authority (NEMA).	Must meet requirement	Must meet requirement	Must meet requirement	N/A
2. Historical Contract Non-Performance						

Responsiveness Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture		
				All Parties Combined	Each Party	One Party
2.1	Non Performance	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement	N / A	Must meet requirement by itself or as party to past or existing JV	N / A
3. Financial Situation						
3.1	Financial Performance	<p>Submission of audited accounts for the last Three [3] Consecutive Years to demonstrate:</p> <p>(a) the current soundness of the applicant's financial position and its prospective long term profitability, and</p> <p>(b) Capacity to have a cash flow amount of minimum Kshs 2 Million equivalent working capital. Companies that have been in existence for less than one year should demonstrate financing arrangements equivalent to minimum Kshs 2.5 Million.</p> <p>(c) Minimum average annual turnover of Kshs 4 Million within the last three (3) years.</p>	<p>Must meet requirement</p> <p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p> <p>(c) Must meet requirement</p>	<p>Must meet requirement</p> <p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p> <p>(c) Must meet requirement</p>	<p>N/A</p> <p>(a) N/A</p> <p>(b) N / A</p> <p>(c) N / A</p>	<p>N / A</p> <p>(a)N / A</p> <p>(b) N / A</p> <p>(c) N / A</p>
4. Experience						

Responsiveness Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture		
				All Parties Combined	Each Party	One Party
4.1	Specific Experience	<p>Proof of similar previous experience of services carried out by the Consultant.</p> <p>The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section C (Terms of Reference).</p>	Must meet requirement	Must meet requirement	N / A	Must meet requirement

Evaluation of Technical Proposals

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

S/No.	Description	Points
(i)	Specific experience of the Consultant related to the assignment	10
(ii)	Comments on Terms of Reference	5
(iii)	Adequacy of the proposed work plan and methodology in responding to the terms of reference	35
(iv)	Qualifications and competence of the key staff for the assignment	50
	Total Points	<u>100</u>

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

Public Opening and Evaluation of Financial Proposals

- 5.10 After Technical Proposal evaluation, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to

those Consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 5.11 The Financial Proposals shall be opened publicly in the presence of the Consultants/Firms invited for the opening, who choose to attend.
- 5.12 The name of the Consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.13 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the Consultant has costed all the items of the corresponding Technical Proposal and corrected any computational errors). The Evaluation Committee will ensure that the Financial Proposals satisfy the requirements of the Terms of Reference and in particular the conformity to the format provided in the Financial Proposal forms. Failure to include all the inputs e.g. Client's Administrative Costs, P.C. Sums, Lump sums etc. shall lead to the disqualification of the proposals. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail. Where there is a discrepancy between the total of the line amounts and the total price, the error will be corrected in such a manner that the Total Price as submitted is not altered.
- 5.14 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 5.15 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in Annex "A", be as follows:-

$Sf = 100 \times \frac{FM}{F}$ where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*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) indicated in the Annex.

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

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Annex “A”. The aim is to reach agreement on all points of the assignment before signing a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. During contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. However, in the event of the proposed key personnel being engaged in another assignment running concurrently with the one under procurement, the Employer will seek a replacement of the proposed key personnel with equally qualified personnel. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

- 7.1 The Contract will be awarded to the Lowest Evaluated Bidder, the Client will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.
- 7.2 The Employer will invite the successful bidder to sign the Form of Agreement. Within 14 (fourteen) days of such invitation, the bidder shall sign the form of Agreement together with other required forms as necessary.
- 7.3 The selected firm is expected to commence the assignment on the date and at the location specified in Annex “A”.

8. EMPLOYER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 8.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action.
- 8.2 The Employer will annul any award of Contract: -
 - a) If the bidder withdraws his bid after award;
 - b) If the bidder does not accept the correction of errors pursuant to Sub-Clause 5.7;
 - c) In the case of a successful bidder, if he fails within the specified time limit to:-
 - i) Furnish the necessary Professional Indemnity Cover
 - ii) Sign the Contract Agreement.

9. CONFIDENTIALITY

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

10. PREFERENCES AND RESERVATIONS

- 10.1 The procurement process for the Consultancy services shall be in accordance with the Public Procurement and Asset Disposal Act (2015) in respect of preferences and reservations.

Annex A

Clause Reference

1.1 & 2.1 The name of the Client is:

**Director General
Kenya Rural Roads Authority**

The method of selection is: **Quality and Cost Based Selection**

1.2 Technical and Financial Proposals are requested: Yes

A Technical Proposal only is requested: No

The name, objectives, and description of the assignment are:-

Consultancy Services for Environmental and Social Impact Assessment (ESIA) Studies for Lot 19 comprising of upgrading to bitumen standard and maintenance of; (1) Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 and Muhotetu - Sipili Road in Baringo County and (2) Oinamoi – Kapluk - Barwessa Road in Baringo County.

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

The name, address and telephone numbers of the Client's official are: -

**General Manager (Planning, Environment & R2000)
Kenya Rural Roads Authority
P. O. Box 48151-00100
NAIROBI
Tel: 020-8013846 Ext. 1456**

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

- i). Standard specifications for Road and Bridge construction (1986)
- ii). Any other relevant document as may be required to facilitate the Assignment.

The Client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:-

- i). Unobstructed access to all sites and locations involved in carrying out the services.
- ii). Necessary Visas and customs clearance for entry and exits.

1.5 (i) The Consultant will be responsible for determining the number of professional staff time (weeks) to be assigned for any activity.

- (ii) The duration required to complete the assignment is **Four (4) Consecutive Months**.

The minimum required experience in years of proposed professional staff and the points assigned to each is as shown hereunder:-

	<u>Years</u>	<u>Points</u>
a) Project Director/Team Leader	10	15
b) Environmentalist	7	13
c) Civil Engineer	6	11
d) Sociologist	6	11
Total		50

- 1.7 Additional information in the Technical Proposal includes: **N/A**
- 1.8 Taxes: The Consultant shall be liable to pay all taxes (including VAT), duties and levies in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context. The Consultant should include in his rates all taxes (exclusive of VAT), duties and levies in his proposal.
- 1.9 Consultants must submit an **original** and **2 (two) copies** of each proposal.
- 2.0 The proposal submission address is: -

Director General
Kenya Rural Roads Authority
6th floor Blue Shield Towers, Upper Hill
P. O. Box 48151-00100
NAIROBI

The outer envelope shall also be clearly marked: -

“Request for Technical and Financial Proposals for Consultancy Services for Environmental and Social Impact Assessment (ESIA) Studies for Lot 19 comprising of upgrading to bitumen standard and maintenance of; (1) Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 and Muhotetu - Sipili Road in Baringo County and (2) Oinamoi – Kapluk - Barwessa Road in Baringo County, Tender Number: KeRRA/011/38/01/2017/2018”.

Proposals must be submitted not later than the date specified on the advert notice or any subsequent addenda.

- 2.1 The address to send information to the Client is: -

General Manager (Planning, Environment & R2000)
Kenya Rural Roads Authority
8th Floor, Blue Shield Towers, Upper Hill
P. O. Box 48151-00100
NAIROBI

Or

Manager (Procurement)
Kenya Rural Roads Authority
5th Floor, Blue Shield Towers, Upper Hill
P. O. Box 48151-00100
NAIROBI

2.2 The minimum technical score required to pass is **70%**

2.3 The Weights are as follows:-

Technical Proposal, T = 80%
Financial Proposal, P= 20%

Annex B

EVALUATION GRID

METHODOLOGY AND ORGANISATION

Firm's experience and organisation	10
Comments on Terms of Reference	5
Methodology and Work plan	35
Sub-Total score for Methodology and Organisation	50

KEY PERSONNEL

No.	Personnel	<u>Years</u>	<u>Points</u>
1.	Project Director/Team Leader	10	15
	Qualification and Skills		5.0
	General professional experience		4.0
	Specific professional experience		6.0
2.	Environmentalist	7	13
	Qualification and Skills		5.0
	General professional experience		3.0
	Specific professional experience		5.0
3.	Civil Engineer	6	11
	Qualification and Skills		4.0
	General professional experience		3.0
	Specific professional experience		4.0
4.	Sociologist	6	11
	Qualification and Skills		4.0
	General professional experience		3.0
	Specific professional experience		4.0
	Sub-Total		50
	TOTAL		100

Annex C

ANNEX C: CLIENT'S ADMINISTRATIVE COST					
DESCRIPTION		UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
1	Executive desk with minimum specifications: Hardwood with Leather top, 200 cm length x 100 cm width, Return table (120 cm length x 50 cm width), and Mobile pedestal (3-Drawer)	No	1		
2	4-way work Station, wooden, partitioned, with chairs	No	1		
3	Executive Swivel Orthopaedic Chair in leather and mesh with heavy duty polished aluminium base, Height and angle adjustable head rest, Height and angle adjustable arms, Synchro tilt and height adjustment mechanism, Seat depth adjustable and back rest lumbar support height adjustable	No	1		
4	Medium size Steel Filing Cabinet, 4-Drawer, with Key, Security bar and Central/Combination locking mechanism	No	1		
5	Filing Cabinet (Hardwood), 1.5 m wide 3 shelves (for box files) sliding glass door	No	1		
6	Personal computer with Intel Core i7 processor, 24" TFT Flat panel Color LCD, 1000GB hard disk, 12.0GB RAM, Core i7 processor, complete with all accessories preloaded with latest versions of MS Windows OS, MS Office, Professional, MS Project and Kaspersky Internet Security Media Kit, All Fully Licensed with CDs	No	1		
7	Laptop PC with Intel Core i7-3540M (2.6GHz, 4MB L3 Cache) or higher, System Memory (Standard 8 GB upgradable to 16GB), At least 1000GB 7200rpm SATA 3.0, 15" LCD, Enhanced keyboard, 2-button Wireless Optical Scroll mouse-detachable from the laptop PC, 10/100/1000 Mbs Ethernet, Battery (Lithium ion with at least 8 cells), complete with all accessories and preloaded with Latest Versions of MS Windows OS, MS Office, Professional, MS Project and Kaspersky Internet Security Media Kit, All Fully Licensed with CDs	No	1		
8	Heavy duty punch and spiral binder, IBICO AG or similar approved	No	1		
9	UPS at least 650 VA with minimum 5 minutes backup time on 100% rated output	No	1		
NOTE: Total to be carried forward to item V of standard financial forms. This breakdown should be submitted together with the Financial Proposal.					

Client Administrative Costs

The Consultant may be instructed by the Engineer to make payments for such items as office furniture, office equipment, computers, laptops and related accessories etc. or the Engineer may direct the Consultant to purchase or pay for the above items under the Clients Administrative Costs (**Annex C**). The Consultant will be paid on a prime cost basis plus a percentage for overheads and profits.

SECTION C: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDIES: LOT 19

1. INTRODUCTION

Kenya Rural Roads Authority desires to engage a Consultant to undertake Environmental and Social Impact Assessment Studies for Lot 19 which comprises of upgrading to bitumen standards and maintenance of the following Roads:-

- 1) Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 and Muhotetu - Sipili Road in Baringo County; and
- 2) Oinamoi – Kapluk - Barwessa Road in Baringo County

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

1.1 Description

1.1.1 Location

- 1) **Marigat – Muchongoi – Karandi, Ol Ngarua - Muhotetu - Jnct C77 and Muhotetu - Sipili Road in Baringo County; and**

The project road is located in Baringo and Laikipia Counties and is approximately 100Km long in total. The road starts at Marigat along Nakuru – Marigat - Loruk Road in Baringo County and takes a north-easterly direction through Muchongoi, Kirima, Syria to terminate at Karandi on Junction C51. The second link commences at Ol Ngarua on Junction C51 and takes an easterly direction through Muhotetu Shopping centres before terminating at Jcn C77 on the Nyahururu – Rumuruti Road in Laikipia County. The third link starts at Muhotetu Shopping centre and moves upto Sipili (Junction to Rumuruti - Ndindika road).

The road traverses rolling and to hilly terrain. Small scale farming and live stocking keeping are the main economic activities in the area.

It comprises the following road sections:-

S/No.	Link Name	Length (Km)
1.	Marigat – Muchongoi- Karandi	68
2.	Ol Ngarua – Muhotetu - Jcn C77	15
3	Muhotetu - Sipili	17
TOTAL		100

2) Oinamoi – Kapluk - Barwessa Road in Baringo County

The project road is located in Baringo County and is approximately 40km long. The road starts at Oinamoi along the Iten – Kabarnet Road. The road then takes a northerly direction towards Barwessa on a generally flat terrain. It passes through Salawa, Kipsoit, Kaptara, Kapluk, Muchukwo, Katibel and Keturwo centres. Small scale farming and livestock keeping are the main economic activities in the area.

1.2 Consultancy Description

The proposed Consultancy involves carrying out Environmental and Social Impact Assessment Studies with a view to establishing the impact on the environment and social effects of the proposed works as described above.

2. OBJECTIVES OF THE ASSIGNMENT

The overall objectives of the Consultancy are to:-

- i) Take into account environmental, social, economic, cultural and legal considerations in regards to the proposed roadworks as described above;
- ii) Identify the anticipated environmental impacts of the proposed roadworks and the scale of the impacts;
- iii) Analyse and evaluate the anticipated impacts of the proposed roadworks on the physical, biological, social-cultural and social- economic environment;
- iv) Identify and analyse alternatives to the proposed roadworks;
- v) Evaluate the proposed construction works and consider its effects on safety, comfort and convenience of the road users;
- vi) Propose mitigation measures to be taken during and after the implementation of the roadworks;
- vii) Develop an environmental management plan with mechanisms for monitoring and evaluating the compliance and environmental performance which shall include the cost of mitigation measures and the time frame of implementing the measures.

3. SCOPE OF THE CONSULTING SERVICES

3.1 General

The Consultant shall perform all work necessary as called for in these Terms of Reference. In carrying their work, the Consultant shall co-operate fully with the concerned agencies of the Government of Kenya, in particular the Kenya Rural Roads Authority, Roads Department of the Ministry of Transport & Infrastructure, National Environment Management Authority (NEMA), Ministry of Lands, Housing & Urban Development, Kenya Forest Service, Kenya Wildlife Service, Water Resources Management Authority (WARMA), Relevant 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.

3.2 Description

Broadly, the assignment consists of:-

- a) Identification and analysis of the anticipated impacts of the proposed roadworks on the physical, biological, social-cultural and socio-economic environment.
- b) Review of the existing data on the proposed roadworks including social and economic activities within the project areas.
- c) Production of an Environmental and Social Impact Assessment (ESIA) Report for the proposed roadworks and seeking the necessary approval for the issuance of a Licence by NEMA. This shall be in accordance with the general environmental impact assessment guidelines outlined in the Environmental (Impact Assessment and Audit) Regulations, 2003, and administrative procedures issued by NEMA. **Consultants should also note that they will be required to prepare independent reports for each road project under the Lot, and will be responsible for submission of their individual final reports to NEMA in consultation with the Client.** Where any issues are raised by NEMA after submission of the final reports, the Consultant will be required to address them expeditiously. Further, where NEMA recommends that a full study be undertaken, the Consultant will be required to carry out the same within the provisions of the existing contract.

3.3 Detailed Scope of the Consulting Services

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

3.3.1 Description of the Baseline Environment

The Consultant is required to identify, obtain/collect, collate and present baseline information/data on the Environmental and socio-economic characteristics of the existing situation along the proposed roads. This data will then be used to describe the status of the project sites before commencement of project implementation. This description involves: -

- a) Physical Environment (topography, geology, climate and meteorology, social-economic activities, air quality, hydrology etc.).
- b) Biological environment (Flora types and diversity, endangered species, sensitive habitats etc.).

- c) Social and cultural environment including present and projected, where appropriate (i.e. population, land use, planned development activities, community structure, employment and labour market, sources and distribution of income, cultural properties).

NOTE:

The Consultant will be expected to take relevant measurements and carryout analysis where applicable to support the findings in (a), (b) & (c) above.

The baseline data will further be used to assess potential impacts on health, safety, the environment and the community.

3.3.2 Data Analysis and Evaluation of Alternatives

The Consultant shall analyse the data using checklist, matrix, threshold limit, overlay or any other appropriate method. The analytical process will involve use of physical, socio-cultural, mathematical, and economic models including an evaluation of costs and benefits. The models will require expert judgment for accurate predictions. In evaluating alternatives, emphasis shall be on the project location, design, technology, scale, or any other aspect that may be deemed significant.

3.3.3 Legislative and Regulatory Framework

The Consultant shall identify and describe the pertinent regulations and standards governing the environmental quality, health and safety, protection of sensitive areas, land use control at the national and local levels and ecological and social – economic issues. In identifying these regulations, the Consultant will be expected to clearly show the relationship/relevance of these regulations & standards to the proposed works.

3.3.4 Determination of impacts of the road project

The Consultant will analyse and describe all significant changes brought about by the projects. This should encompass environmental, ecological and social impacts as a result of project. The Consultant will analyse effects on human and natural environments such as land tenure system, population, settlements, land use, cultural practices, forestry, agriculture, water, soils, fragile habitats, air/climate, hydrological conditions, roadside development, and disturbance on vegetation among others. The Consultant will make prioritization of all the concerns identified and differentiate between short, medium and long term impacts.

3.3.5 Occupational Health and Safety Concerns

The Consultant will analyse and describe all occupational Health and Safety Concerns brought about by the construction, site/work installations, operations and decommissioning of the roads. The Consultant will also make recommendations on the corrective and remedial measures implemented under the environmental management plan.

3.3.6 Identification and Development of Management Plan to Mitigate Negative Impacts

The Consultant will identify negative/positive impacts and develop comprehensive Environmental and Social Management Plans. The plans should recommend a set of *practical* and *project-specific* mitigation and institutional measures to eliminate, minimize or reduce to acceptable levels adverse environmental impacts and/or maximize social benefits. The Consultant should provide cost outlays for the proposed measures as well as their institutional and financial support. The Consultant shall consider varying environmental conditions that may affect the road works during construction, maintenance and use of the road project while proposing measures in mitigating the negative impacts.

3.3.7 Development of Monitoring Plan

Based on the baseline data of the ESIA's, the Consultant will be required to design comprehensive monitoring and evaluation plans which will act as measures of compliance during implementation and operation stages of the projects.

The Consultant is required to give specific descriptions and technical details of monitoring measures including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, and definition of thresholds that will signal the need for corrective actions as well as deliver monitoring and reporting procedures. The Consultant should provide a time frame and implementation mechanism, staffing requirements and cost outlays.

3.3.8 Identification of Procedures for Winding up of the Project

The Consultant will identify appropriate procedures for disposal of waste/spoil materials, rehabilitation of borrow pits/quarries and any other activity that will be undertaken during the winding up phase of the project.

3.3.9 Identification of Benefits

The Consultant will be required to identify any benefits that may accrue from the proposed projects. 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 analysis of these benefits. Only those benefits that can be firmly demonstrated in quantitative terms shall be included in the evaluation of the projects. The remaining qualitative benefits that have not been quantified may be used as secondary justification for project implementation.

3.3.10 Consultation and Public Participation

The Consultant shall undertake a stakeholder analysis to identify persons/groups that may be affected by the projects. The Consultant shall work closely with identified stakeholders at different stages of the Assignment.

In seeking the views of the public, the Consultant shall in *liaison with KeRRA* hold public meetings with the affected parties and communities to explain the project and its effects, and to receive their oral or written comments. The Consultant shall also ensure

that appropriate notices are sent out at least one week prior to the meetings and that the venue and times of the meetings are convenient and suitable for the affected communities and the other concerned parties. The Consultant will be required to furnish for the Client's approval, a detailed public participation plan clearly identifying the stakeholders as well as the proposed methodology of carrying out consultations.

4. REPORTS AND TIME SCHEDULE

4.1 Commencement

The Consultant shall commence the assignment within 7 (Seven) calendar days after order to commence is issued. The effective date shall be the date on which the consultancy agreement shall be signed.

4.2 Reports

All reports shall be in the English language and prepared on A4 metric size paper. The following Reports shall be prepared and submitted for comments or approval by the Client:-

- (a) **Inception Reports**: These reports shall comprise of a brief of the project, description of baseline information and project overview including summary of the initial perception or findings. The Consultant shall further give defined proposals covering the methodologies of the Environmental and Social Impact Assessment and the detailed work program of all major activities of the assignment – Original, 4 copies and a digital copy to Client.
- (b) **Preliminary ESIA Reports**: These reports shall summarize the preliminary findings, analysis, results and recommendations - Original, 4 copies and a digital copy to Client.
- (c) **Draft Final ESIA Reports**: These reports shall summarize the findings, analysis, results and recommendations of the assessment including consultative public participation and shall contain all supporting material. The Report shall be presented to the stakeholders for review, inputs and contributions - Original, 4 copies and a digital copy to Client.
- (d) **Final ESIA Reports**: These reports shall incorporate all revisions and comments proposed by the Client following discussions and agreement between the Client and the Consultant. Comments of stakeholders shall be taken into account in the Final Report - Original, 6 copies and a digital copy to Client.

NOTE

In addition, and immediately after submission of Preliminary and Draft Final Environmental and Social Impact Assessment Reports, the Consultant will be required to initiate and organize presentation meetings with the Proponent in order to present his findings and take into account any observations/comments/suggestions from the Client/Client's representatives.

4.3 Submission of Reports

The above reports shall be submitted to:-

General Manager (Planning, Environment & R2000)
Kenya Rural Roads Authority
P. O. Box 48151-00100
NAIROBI, KENYA

4.4 Time Schedule

4.4.1 The effective date shall be the date on which the Consultancy agreement shall be signed by the Client. The Consultant shall commence the study within 7 (Seven) calendar days of the order to commence.

4.4.2 The following time schedule shall be observed in carrying out the Assignment:-

<u>Activity</u>	<u>Weeks</u>	<u>Responsibility</u>
(i) Effective Date of Contract	W + 0	KeRRA
(ii) Inception Report to KeRRA	W + 3	Consultant
(iii) Preliminary Report to KeRRA	W + 7	Consultant
(iv) Draft Final Report to KeRRA	W + 12	Consultant
(v) Final Report to KeRRA and NEMA	W + 16	Consultant

N/B: - W=date of commencement

5. PERSONNEL

5.1 Key Personnel

The Consultants must as a minimum, but not limited to, provide the expertise described below, and submit a curriculum vitae for each individual. No dual roles shall be accepted and the Consultant Must provide a different staff member for each role.

(i) Project Director/Team Leader

Qualification and Skills

A minimum of a Bachelor's Degree in Environmental, Physical or Biological Sciences from a recognized University and qualification as a Lead Expert registered with the National Environmental Management Authority and **must** possess a valid & current Practicing Licence.

General professional experience

At least 10 years post-qualification experience.

Specific professional experience

At least 7 years professional and practical experience in undertaking

Environmental and Social Impact Assessment Studies in the Infrastructure sector.

(ii) Environmentalist

Qualification and Skills

A minimum of a Bachelor's Degree in Environmental Sciences/Studies from a recognized University and qualification as an Associate Expert registered with the National Environmental Management Authority and **must** possess a valid & current Practicing Licence Practicing Licence.

General professional experience

At least 7 years post-qualification experience.

Specific professional experience

At least 5 years professional and practical experience in undertaking Environmental and Social Impact Assessment Studies in the Infrastructure sector.

(iii) Civil Engineer

Qualification and Skills

A minimum of Bachelor's Degree in Civil Engineering and

registered by the Engineer's Board of Kenya (EBK) or have equivalent status. Proof of basic training on EIA/EA will be an added advantage.

General professional experience

At least 6 years post-qualification experience.

Specific professional experience

At least 4 years relevant professional and practical experience in design and supervision of road construction or related projects.

(iv) Sociologist

Qualification and Skills

A minimum of a Bachelor's Degree in Sociology/Social Studies/Social Sciences from a recognized University. Proof of basic training on EIA/EA will be an added advantage.

General professional experience

At least 6 years post-qualification experience.

Specific professional experience

At least 4 years professional and practical experience in social studies for infrastructural projects.

NOTE

Testimonials in other languages other than English shall only be acceptable where translation is provided. Certified copies of testimonials for the key personnel **MUST** be attached to the CV's and **MUST be dated on or after the date of tender advert. In addition, the CV's SHALL BEAR the CURRENT telephone and postal addresses and MUST be signed by the respective Personnel.**

Failure to adhere to the above requirement will result in disqualification of the Bidder.

5.2 Non-Key Personnel

CV's for non-key personnel will neither be required for technical evaluation nor prior to the signing of the contract. The CV's should not therefore be included in the tenders. The Non-key staff shall be attached to the Engineer's office to assist in the management of the Consultancy assignment during the contract period.

The Consultant shall select and hire Non-key personnel as required according to the requirements of these Terms of Reference. They must clearly indicate their inclusion in the proposals so that the applicable daily, weekly or monthly fees in the price breakdown is clear. All Non-key personnel must be independent and free from conflicts of interest in the responsibilities they shall be assigned.

The selection procedures used by the Consultant to identify the Non-key personnel shall be transparent and must be based on a defined criteria, including academic and professional qualifications, relevant skills and work experience. The analysis of the Consultant's selection team must be recorded. The selected Non-key staff shall be subject to the approval of the Employer through recommendations of the Engineer.

The list of Non-key personnel to be included in the cost breakdown is as follows:-

(i) Environmentalists – 2 No (To be nominated)

Qualification and Skills

A minimum of a Bachelor's Degree in Environmental Sciences/Studies from a recognized University and qualification as Lead Expert registered with the National Environmental Management Authority (NEMA).

General professional experience

At least 2 years post-qualification experience.

Specific professional experience

At least 1 year professional and practical experience in undertaking Environmental and Social Impact Assessment Studies in the Roads or related sector.

Indicative Input – 2 Months (60 days).

(ii) Civil Engineer - 1 No. (To be nominated)

Qualification and Skills

A minimum of Bachelor's Degree in Civil Engineering. Proof of basic training and experience on EIA/EA will be an added advantage.

General professional experience

At least 2 years post-qualification experience.

Specific professional experience

At least 1 year relevant professional and practical experience in design, construction and supervision of roads or related projects.

Indicative Input – 1 Month (30 days).

(iii) Sociologist - 1 No. (To be nominated)

Qualification and Skills

A minimum of a Bachelor's Degree in Sociology/Social Studies/Social Sciences from a recognized University. Proof of basic training and experience on EIA/EA will be an added advantage.

General professional experience

At least 2 years post-qualification experience.

Specific professional experience

At least 1 year professional and practical experience in social studies for roads or related projects.

Indicative Input – 1 Month (20 days).

The time inputs above are indicative and may be subject to revision if necessary, based on the Consultants Workplan and actual progress of the assignment or as shall be agreed between the parties. The Consultant shall pay for the time inputs of the Non-key staff.

6. TERMS OF PAYMENT

Payment of the Consultancy services to be provided will be made in accordance with the agreed schedule of staff-months of Consultant's personnel time inputs at the agreed rates, the itemized schedule of reimbursable expenses, and in accordance with the Terms and Conditions of the Contract Agreement with the Kenya Rural Roads Authority and as per the schedule of payment outlined under section 10.

7. DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED BY CLIENT

The Kenya Rural Roads Authority will make available to the Consultant, all documents relevant to the project as shown in 9.1. The Authority will, *if required*, assist the Consultant in obtaining visas, work permits, driver's licenses, car registrations and other formalities for all Consultant personnel entering or leaving Kenya for the purpose of carrying out the services.

8. INFORMATION TO THE TENDERERS

8.1 Financial Stipulations

The Consultant shall prepare and submit his financial proposal in **Kenya Shillings**.

All rates presented in the financial proposal for the Environmental and Social Impact Assessment shall be considered fixed until the end of the services.

The Contract shall be concluded on the basis of the agreement provided under Section F. The Consultant will have to prepare their offer on the assumption that their expatriate staff, the importation of vehicles, equipment and material will not be exempted from taxes, duties, levies, and other charges required by the Laws of Kenya.

In particular, the Consultant shall allow for all costs associated with:-

- Payment to their staff in connection with performance of the services;
- Services performed by their staff in connection with the fulfilment of their tasks;
- Equipment, materials, and supplies necessary for the performance of the services, including motor vehicles and personal belongings of the foreign staff that are brought into the country of the Employer and shipped out after completion of the services or that have been destroyed in the course of the performance of the services

The Employer shall not refund to the Consultant any amounts paid for this purpose. The

Consultant shall assume, for the preparation of his financial proposal that payments will be made as per the payment schedule given in 10.2.

9. OBLIGATIONS OF THE AUTHORITY AND THE CONSULTANT

Authority's Obligations

9.1 Documents and Reports

- 9.1.1 The Authority shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of their 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 Authority to the Consultant depending on availability:-

- i. Standard specifications for Road and Bridge Construction 1986.
- ii. Any other relevant document as may be required to facilitate the study.

- 9.1.2 The Authority will:-

- (i) ensure free access to all sites and locations connected with the execution of the assignment;
- (ii) provide the Consultant with any assistance as may be necessary and in accordance with the Terms of Reference;
- (iii) provide the Consultant with all documents, data, any existing photographs and other information pertaining to the assignment that are available at the Authority; and
- (iv) Provide, at their option and in consultation with the Consultant, counterpart personnel for on-the-job training.

- 9.1.3 In particular, the Authority shall provide the following:-

- (i) All data and reports pertaining to the design studies that may have been carried out for the road, under the assignment, if available.
- (ii) Available data and information on road inventory.
- (iii) Unhindered access to pertinent data.

Liaison

- 9.1.4 The Authority 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.

Correspondence

- 9.1.5 The Authority shall ensure that correspondence exchange in respect of the implementation of the assignment is treated promptly by the agencies in order to avoid any delay.

9.2 Consultant's Obligations

- 9.2.1 All information, Data and Reports obtained from the Government Agencies and Departments in the execution of the services 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 Government upon completion of the assignment.
- 9.2.2 The Consultant shall be responsible for arranging all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, materials testing and secretarial services related to the performance of the assignment.
- 9.2.3 The Consultant shall be responsible for the printing of all reports, drawings, maps, etc.
- 9.2.4 The Consultant shall provide a training plan for any counterpart personnel as approved by the Client.
- 9.2.5 All reports and documents relevant to the project, maps, field survey notes, *and electronic data*, etc. shall become the property of the Authority. The Consultant shall provide the *originals of maps*, plans and all drawings in soft and hard copies.

9.3 Taxes and Duties

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

9.4 Conduct of Work

The Consultant will be expected to be fluent in English and be able to work closely with KeRRA Staff for capacity building.

10. MODALITY OF PAYMENT

10.1 Payment of Fees

- 10.1.1 The Consultant's fee shall be fixed for all phases of the assignment covering all their expenses both in foreign and local currencies.

10.1.2 The methods of payment of fees shall be as detailed in the proposed form of contract.

10.2 Payment Schedule

Tentative payments shall be in accordance with the following schedule:-

10.2.1 Inception Reports

- 15% on submission of the Inception Reports and acceptance by the Client.

10.2.2 Preliminary ESIA Reports

- 25% on submission and presentation of the Preliminary Environmental and Social Impact Assessment (ESIA) Reports and acceptance by the Client.

10.2.3 Draft Final ESIA Reports

- 40% on submission and presentation of the Draft Final Environmental and Social Impact Assessment (ESIA) Reports and acceptance by the Client.

10.2.4 Final ESIA Reports

- 20% on submission of the Final Environmental and Social Impact Assessment (ESIA) Reports, acceptance by the Client and **Approval by NEMA** which will lead to the issuance of EIA Licences subject to the fulfilment of any necessary conditions by all concerned parties.

SECTION D: TECHNICAL PROPOSALS STANDARD FORMS

(I) TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

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

We hereby submit our Proposal, which includes a Technical Proposal and a Financial Proposal
sealed under separate envelopes.

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*] :

_____ [*Name of Firm*] :

_____ [*Address:*]

(II) CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

Participated in the organised inspection visit of the site of the works for **Consultancy Services for Environmental and Social Impact Assessment (ESIA) Study for.....(Road Name).....**as the case may be.

HELD ON

.....day of.....20.....

Signed.....

(Consultant's Representative)

.....

(Name of Employer's Representative)

.....
(Signature of Employer's Representative)

.....
(Designation)

NOTE: This form must be completed at the specified date of the site visit For Each Road and must be submitted with the Proposal.

(III) FIRM'S CURRENT WORKLOAD

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

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

Firm's Name: _____

Name and title of signatory: _____

(IV) FIRM'S REFERENCES**Relevant Services carried out in the Last three Years
Which Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which the Bidder either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by the Firm:
Name of Client:		Nº of Staff:
Address:		Nº of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current KSH):
Name of Associated Firm(s), if any:		Nº of Months of Professional Staff Provided by Associated Firm(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		
*Letter of Award: Ref. No.....Date.....		
*Letter of Completion: Ref. No.Date.....		

* **Attach correspondences**

Consultants' Name:_____

Name and Title of signatory:_____

(V) POWER OF ATTORNEY

KNOW ALL MEN IT MAY CONCERN

That we, the undersigned hereby ordain and nominate,

1.....(*Name*)

2.....(*Name*)

Granting upon them by their free and single signature, the powers to represent the constituent Company.

To this effect the above named Attorneys are vested with full power to:-

- Submit and sign the RFP's and any acts relating thereto,
- Submit and sign the bid and any relevant documents,
- Discuss and modify the bid if necessary,
- Negotiate and sign the contract,
- Do, make, execute and perform any and all acts as necessary and useful to fulfil this Power of Attorney.

All the above to be regarded as ratified and valid.

Sealed with the Common Seal of (*Name of company*)

Name..... Signature.....

Position.....

Name..... Signature.....

Position.....

I, the undersigned, (*Name of Advocate*) P.O .Box.....

Commissioner of Oaths in do hereby certify the authenticity of the signatures of the above persons in their capacities as Directors and Legal Representatives of having its registered office in, Kenya.

Name.....

Signature.....

Qualification.....

Address.....

Date.....

NOTE: TO BE FILLED BY ALL BIDDERS

**(VI) COMMENTS/SUGGESTIONS OF CONSULTANT, METHODOLOGY AND
WORKPLAN PROPOSED FOR PERFORMING THE ASSIGNMENT**

(VII) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Postal Address _____ Tel. No. _____ Email _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Include certified copies of Testimonials. Use up to a quarter page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in *last ten years*, also give types of activities performed and Client references, where appropriate. Use up to three-quarters of a page.]

Languages:

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these biodata correctly describe myself, my qualifications and my experience.

Name of Staff.....

Signature of Staff Member

Date: _____

Name of authorized official.....

Signature of authorized official

Date: _____

(VIII) WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart)																Number of Weeks
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
																			Subtotal (1)
																			Subtotal (2)
																			Subtotal (3)
																			Subtotal (4)

Full Time: _____ Reports Due: _____

Part Time: _____ Activities Duration: _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

(IX) TEAM COMPOSITION AND THE TASK TO BE ASSIGNED TO EACH MEMBER

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

(X) WORK PLAN/TIME SCHEDULE

1. Field Works

	Weekly Program from date of assignment (in the form of a Bar Chart)															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

2. Completion and Submission of Reports (as indicated under Appendix B enclosed with General Conditions of Contract)

Reports		Date
1.	Inception Report	
2.	Preliminary Environmental and Social Impact Assessment Study Report	
3.	Draft Final Environmental and Social Impact Assessment Study Report	
4.	Final Environmental and Social Impact Assessment Study Report	

SECTION E: FINANCIAL PROPOSALS STANDARD FORMS

(I) FINANCIAL PROPOSAL SUBMISSION FORMS

To: _____ [Date]

[Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

(II) SUMMARY PRICE PROPOSAL

Name of Activities	Currency(ies)	Amount (Kshs)	
		In Words	In Figures
Sub-total 1 for Road Project 1 - (a) + (b) + (c) + (d)			
Sub-total 1 for Road Project 2 - (a) + (b) + (c) + (d)			
Total for Sub-total 1			
Add 10% Contingency of Sub-total 1			
Subtotal 2			
Add 16% VAT of Sub-total 2			
Grand Total:			

Note:

Bidders shall fill Sub-total 1 for each road under the Lot

(III) BREAKDOWN OF PRICE PER ACTIVITY

For Activity N^o: _____ Name: _____

Price Component	Currency(ies)	Amount
Remuneration for basic services		
Out-of-pocket expenses		
Computer software cost		
Miscellaneous expenses		
Sub-total 1: (a) + (b) + (c) + (d)		

Note:

Bidders shall fill this form for each individual road under the Lot

(IV) CONSOLIDATED SUMMARY FOR REMUNERATION IN RESPECT OF BASIC SERVICES

For Activity N^o: _____ Name: _____

Name	Position	Staff-Weeks	Weekly Rate	Total Amount Expected to be Paid
a) Key Staff				
i)				
ii)				
iii)				
iv)				
b) Non-Key Staff				
i)				
ii)				
iii)				
c) Consultant's Regular/Support Staff				
i)				
Sub-total: (a)				

Note:

Bidders shall fill this form for each individual road under the Lot

(V) OUT-OF-POCKET EXPENSES

For Activity N^o: _____ Name: _____

S. N ^o	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Return flights between _____ and _____	Trip			
2.	Road Travel	Kms			
3.	Rail Travel	Kms			
4.	Subsistence allowance				
5.	Client Administrative Costs as per Annex C	Lump Sum	1		
Sub-total: (b)					

Note:

Bidders shall fill this form for each individual road under the Lot

(VI) COMPUTER SOFTWARE COSTS
(Inclusive of Licensing of Software)

For Activity N^o: _____ Name: _____

S1 N ^o	Software	Amount
1.		
2.		
3.		
4.		
Sub-total: (c)		

Note:

Bidders shall fill this form for each individual road under the Lot

(VII) MISCELLANEOUS EXPENSES

For Activity N°: _____ Name: _____

S. N°	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: Computers etc.				
Sub-total: (d)					

Note:

Bidders shall fill this form for each individual road under the Lot

SECTION F: STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

PREFACE

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

CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of the Client]

AND

[Name of the Consultants]

Dated: _____

I. FORM OF CONTRACT

This AGREEMENT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Consultants”).

[Note 1: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

..... (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultants”).]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:

[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

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

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

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF
[CLIENT]

(Full name of Client's authorised representative _____
(title) _____
(Signature) _____
Date _____

FOR AND ON BEHALF OF _____
[CONSULTANTS]
(Title) _____
(Signature) _____
(Date) _____

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Member]

By _____
Authorized Representative

[Member]

By _____
Authorized Representative

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- a) “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;
- b) “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;
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “Foreign currency” means any currency other than the currency of the Kenya;
- e) “GC” means these General Conditions of Contract;
- f) “Government” means the Government of the of the Republic of Kenya;
- g) “Local currency” means the currency of the Kenya Shilling;
- h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all of these entities, and "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- i) "Party" means the Client or Consultants, as the case may be, and "Parties" means both of them “Personnel” means persons hired by the Consultant or any Sub-consultant as employees and assigned to the performance of the services or any part thereof;
- k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented; “Services “ means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and “Sub-consultant means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client of the Consultants may be taken or executed by officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Law of Kenya, the amount of which is deemed to have been included in the Contract Price

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services thirty (30) days after the date the

Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of 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 fulfil 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 their inability to perform the Services as a result of an event of Force Majeure, the Consultants 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 them 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 Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (d):

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

For the purpose of this clause;

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

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

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultants

The Consultants 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 events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Consultants are 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 Consultants:

- (i) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (ii) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost 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 CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their 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 Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their 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 their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub Consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination,

the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

The Consultants, their Sub Consultants, and the Personnel of either of them shall not divulge any information, either during the term or within two (2) years after the expiration of this Contract, or any of the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (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 Consultants' Actions Requiring Client's Prior Approval

The Consultants 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 of the personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
- c) any other action that may be specified in the SC.

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants 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 Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' 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 Consultants' 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 Member in Charge may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Member in Charge finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants 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 its best efforts to ensure that the he provides the Consultants such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub Consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC. (N/A)

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose 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 Consultants and according to the payment schedule stated in the SC. The first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General Conditions GC Number of GC

1.1 The Member in Charge

for the Employer: **General Manager (Planning, Environment & Roads 2000)**

for the Consultant:

1.3 The language is English.

The addresses are:

For the Client:

Director General

Kenya Rural Roads Authority

Blue Shield Towers, Upper Hill

P. O. Box 48151 - 00100

NAIROBI

Email: - dgkerra@kerra.go.ke

For the Consultants:

1.6 The Authorized Representatives are:

For the Client: *General Manager (Planning, Environment & Roads 2000)*

For the Consultants: _____

For the Consultants, the signatory should be the one appointed in writing by power of Attorney.

1.7 The Client warrants that the Consultants and their Personnel (as well as the Sub Consultants and their Personnel) shall not be exempted from any taxes, duties, fees, levies, and other impositions levied, under the Laws of Kenya, on the Consultants and the Personnel in respect of:-

(b) any payments made to the Consultants, Sub Consultants, and the Personnel of

- either of them in connection with the carrying out of the Services;
- (c) any equipment, materials, and supplies brought into the Kenya by the Consultants or Sub Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (d) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (e) any property brought into the Government's country by the Consultants, any Sub Consultants, and the Personnel of either of them for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country.

- 2.1 Contract shall come into effect as soon as it is signed by all parties.
- 2.2 The date for the commencement of Services is **Seven (7) Calendar days** after order to Commence.
- 2.3 The period shall be **Four (4) Consecutive Months** after commencement or such other period as the parties may agree in writing.
- 2.4 The Consultant shall sign a Service Level Agreement with the Client which shall quantify the minimum acceptable service to the Client and the Consultant's performance will be assessed every quarterly during the implementation of the Contract. The format of the Service Level Agreement is attached in Appendix K of this RFP.
- 2.6.1 Termination of Contract shall be not less than two weeks for events specified in (a), (b) & (c) and three weeks for event specified in (d).
- 2.6.1 (a) If the Consultant does not remedy a failure within two weeks after being notified.
- 2.6.1 (c) If the Consultant is unable to perform for a period of not less than three weeks.

3.1 Notwithstanding Clause 3.1 of the GC:-

The Consultant shall be held responsible for the verification of all the data existing before the Contract and for the accuracy of the data up to the time of implementation e.g. survey data, traffic data, etc.

3.4 The risks and coverage shall be:-

- | | | | |
|------|---------------------------|---|---------------------------|
| (i) | Third Party motor vehicle | - | Kshs 1,000,000.00. |
| (ii) | Third Party liability | - | Kshs 2,000,000.00. |

- (iii) Employer's liability and workers' compensation **Kshs 2,000,000.00.**
- (iv) Professional liability: - **Full amount of this contract**
- (v) Loss or damage to equipment and property **Kshs 2,000,000.00.**

The Consultant will be required to provide authentic documents prior to signing the contract within 14 (fourteen) days after notification of award.

3.7 "The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer."

4.1 **All the proposed/approved key staff MUST be present during presentation of the Environmental & Social Impact Assessment Study Reports to the Client.**

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

6.2 (b) The amount in local currency is (Insert Amount) Kshs _____

6.4 There is no provision for Advance Payment or Bank Guarantee for the same.

Payments shall be made according to the following schedule:-

15% on submission of the Inception Reports and acceptance by the Client.

25% on submission and presentation of the Preliminary Environmental and Social Impact Assessment (ESIA) Study Reports and acceptance by the Client.

40% on submission and presentation of the Draft Final Environmental and Social Impact Assessment (ESIA) Study Reports and acceptance by the Client.

20% on submission of the Final Environmental and Social Impact Assessment (ESIA) Study Reports, acceptance by the Client and **Approval by NEMA** which will lead to the issuance of EIA Licences subject to the fulfilment of any necessary conditions by all concerned parties.

Payment in Kenya Shillings shall be made to the following account:

Account Number: _____

Account Name _____

Bank _____

Branch _____

Address _____

6.5 Payment shall be made within 90 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 120 days in the case of the final payment.

The interest rate is the prevailing Central Bank of Kenya average lending rate plus two percentage points, 28 days prior to date of submission of invoice.

7.2 Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules in Kenya as at present in force.

IV. LIST OF APPENDICES

APPENDIX A:	Terms of Reference (to be inserted)
APPENDIX B:	Comments on terms of reference, Description of the methodology and workplan for performing the assignment (to be inserted)
APPENDIX C:	Time schedule for professional personnel (to be inserted)
APPENDIX D:	Team composition and task assignments (to be inserted)
APPENDIX E:	Curriculum Vitae (CV) for proposed professional staff (to be inserted)
APPENDIX F:	Activity (Workplan) schedule (to be inserted)
APPENDIX G:	Breakdown of contract price in Kshs (to be inserted)
APPENDIX H:	Other submissions <i>Technical proposal submission form</i> <i>Firm's References</i> <i>Financial proposal submission form</i>
APPENDIX I:	The Request for Proposals (to be inserted)
APPENDIX J:	Service Level Agreement between Kenya Rural Roads Authority and the Consultant (To be inserted as an Annex in the Contract Agreement)
APPENDIX K:	Certificate of Pre-Tender Site Visit (to be inserted).