



KENYA RURAL ROADS AUTHORITY

REQUEST FOR PROPOSALS

FOR

**CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL
IMPACT ASSESSMENT (ESIA) STUDIES FOR LOT 64**

TENDER NUMBER: KeRRA/011/38/01/2019/2020

SEPTEMBER, 2019

DIRECTOR (PLANNING, DESIGN &
ENVIRONMENT)
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		15
Annex B		18
Annex C		19
SECTION C:	TERMS OF REFERENCE (TOR)	20
SECTION D:	TECHNICAL PROPOSALS STANDARD FORMS.....	34
SECTION E:	FINANCIAL PROPOSALS STANDARD FORMS.....	46
SECTION F:	STANDARD FORM OF CONTRACT.....	54

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 64 COMPRISING OF: -

- (1) Upgrading to Bitumen Standards and Performance Based Routine Maintenance of Tenden - Kibigos Market - Jnct B77 And Kokwongoi - Chebororwa Roads;
- (2) Construction of Perkerra Bridge and Approach Roads;
- (3) Construction of Kambi Chura Bridge and Approach Roads.

TENDER NUMBER: KeRRA/011/38/01/2019/2020

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 various Roads and construct various Bridges.
2. The Authority seeks to procure a Consulting Firm with adequate capacity to undertake Environmental and Social Impact Assessment (ESIA) Studies for Road and Bridge Projects under Lot 64.
3. Proposals are therefore invited from eligible Environmental Impact Assessment/Environmental Audit (EIA/EA) Consulting Firms registered with the National Environment Management Authority (NEMA).
4. Mandatory Pre-Bid Site Visit for the Projects shall be held **on 24th September, 2019 at 9:00am** as per the details on the Tender Notice in the Authority's Website.
5. The Proposals MUST meet the following Mandatory requirements: -
 - a) Provide duly filled Proposal Submission Forms (Technical and Financial).
 - b) The Proposal should be Sequentially Serialised from the first page to the last (in the format of 1,2,3,4,5.....).
 - c) Provide Power of Attorney.
 - d) Provide **certified** copy of Certificate of Incorporation.
 - e) Provide current (dated within 12 Months before date of opening) **certified** copy of CR 12 accompanied with Identification Documents for Directors (ID or Passport).
 - f) Provide properly filled, signed and stamped Confidential Business Questionnaire.
 - g) Provide Valid Tax Compliance Certificate.
 - h) Provide Taxpayer Registration Certificate (PIN and VAT).
 - i) Provide **certified** copy of Registration Certificate and a Valid Annual Practising Licence of the Firms(s) both issued by the National Environment Management Authority (NEMA).
 - j) Provide Pre-Bid Site Visit Certificate duly endorsed by the Authorized KeRRA Staff.
 - k) Provide details on current work load and status. For eligibility, the total value of ongoing contracts with the Authority (KeRRA) must not exceed **Kshs Twenty Million**.
 - l) Provide proof of similar previous experience.

- m) Bidders should demonstrate capacity to have a Cash Flow amount minimum or equivalent to **Kshs 500,000** based on Audited Accounts and/or Line of Credit.
- n) Provide Curriculum Vitae (CV) of the proposed Key Staff, signed by the respective Staff not earlier than the date of this invitation. In addition, the Curriculum Vitae shall bear the current telephone and postal addresses of the Staff.
- o) Provide certificates and testimonials of the proposed Key Staff.

All Certification of documents shall be executed by a Commissioner of Oaths or Notaries Public.

Failure by the bidder to attach any of the above information shall constitute grounds for disqualification for being non-responsive.

- 6. The Completed Proposals 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 64; Tender Number: KeRRA/011/38/01/2019/2020”, and be addressed to: -

Director General
Kenya Rural Roads Authority
Bara Bara Plaza, Block B, Ground Floor, Opposite KCAA off Mombasa Road
P.O. Box 48151-00100
NAIROBI

- 7. The Proposals shall be deposited in the Tender Box located on Barabara Plaza, Block B, Ground Floor. Opposite KCAA off Mombasa Road. Bulky tenders which do not fit in the Tender Box shall be delivered to the Director General’s office located in Block B at Barabara Plaza.
- 8. The Proposals shall be received on or before **Wednesday, 9th October, 2019 at 11:00 am**. Opening of the Bids will take place immediately thereafter at the Authority’s Board Room at Barabara Plaza Block B, in the presence of Tenderer’s or their Representatives who wish to attend.
- 9. Interested bidders may also obtain further information from the Supply Chain Management Department of the Authority at the address below during official working hours from 0800 to 1700 hours (local time), Mondays to Fridays:

Deputy Director (Supply Chain)
Kenya Rural Roads Authority
Bara Bara Plaza, Block B Ground Floor, Opposite KCAA off Mombasa Road
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

Eng. L. K. Kimeli
DIRECTOR GENERAL
KENYA RURAL ROADS AUTHORITY

SECTION B: INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Employer 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 Employer 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 Staff or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such inspection, but only on the express condition that the Consultants, their Staff and agents, will release and indemnify the Employer and its Staff 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 Employer 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 Employer 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 Employer or project road(s) are not reimbursable as a direct cost of the assignment; and (ii) the Employer 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 Employer 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 Employer 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 Employer 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 Employer will make his best effort to complete negotiations within this period. If the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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	Must fill in details on Conflicts of Interest on the Confidential Business Questionnaire.	Must meet requirement	N/A	Must meet requirement	N/A
1.2	Incorporation & Registration	Pursuant to the Invitation to Consultants; - Certified copy of Certificate of Incorporation. - Certified copy of current CR 12 accompanied with Directors’ ID or Passport. - Duly filled Confidential Business Questionnaire. - Valid Tax Compliance Certificate. - Taxpayer Registration Certificate (PIN and VAT). - Certified copy of Registration Certificate and Valid Annual Practicing Licence of the Firms(s) issued by the National Environment Management Authority (NEMA).	Must meet requirement	N/A	Must meet requirement	N/A
2. Historical Contract Non-Performance						
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

Responsiveness Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture		
				All Parties Combined	Each Party	One Party
3. Financial Situation						
3.1	Financial Performance	Bidders should demonstrate capacity to have a Cash Flow amount minimum or equivalent to Kshs 500,000 based on Audited Accounts and/or Line of Credit.	Must meet requirement	Must meet requirement	N/A	N / A
4. Experience						
4.1	Specific Experience	Proof of similar previous experience of services carried out by the Consultant. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section C (Terms of Reference) .	Must meet requirement	Must meet requirement	N / A	Must meet requirement

Evaluation of Technical Proposals

- 5.9 The evaluation committee appointed by the Employer 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 Employer 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 Employer 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 Employer 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 formula 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: - $S = St \times T \% + Sf \times P \%$. 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 Employer 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 Employer 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 Employer expects to negotiate a contract on the basis of the experts named in the proposal. During contract negotiations, the Employer will require assurances that the experts will be actually available. The Employer 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 Staff being engaged in another assignment running concurrently with the one under procurement, the Employer will seek a replacement of the proposed key Staff 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 Employer and the selected firm will initial the agreed Contract. If negotiations fail, the Employer 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 Employer 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 Employer 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 64 comprising of: (1) Tenden - Kibigos Market - Jnt B77 And Kokwongoi - Chebororwa Roads Project (2) Perkerra Bridge & Approach Roads Project And (3) Kambi Chura Bridge & Approach Roads Project.

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

The name, address and telephone numbers of the Employer's Official are: -

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

1.4 The Employer 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 Employer shall also give assistance to facilitate the timely granting of the Consultant and his Staff 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 **Thirteen (13) Consecutive Weeks**.

The minimum required general 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	8	15
b) Environmentalist	6	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 Employer 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 **One (1) Copy** of each proposal.
- 2.0 The proposal submission address is: -

Director General
Kenya Rural Roads Authority
Bara Bara Plaza, Block B, Ground Floor, Opposite KCAA off Mombasa Road
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 64, Tender Number: KeRRA/011/38/01/2019/2020”.

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 Employer is: -

Director (Planning, Design & Environment)
Kenya Rural Roads Authority
Bara Bara Plaza, Block B, Ground Floor, Opposite KCAA off Mombasa Road
P. O. Box 48151-00100
NAIROBI

Or

Deputy Director (Supply Chain Management)
Kenya Rural Roads Authority
Bara Bara Plaza, Block B, Ground Floor, Opposite KCAA off Mombasa Road
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 = 70%
Financial Proposal, P= 30%

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 STAFF

NO.	STAFF	<u>YEARS</u>	<u>POINTS</u>
1.	Project Director/Team Leader	8	15
	Qualification and Skills		5.0
	General professional experience		4.0
	Specific professional experience		6.0
2.	Environmentalist	6	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: EMPLOYER'S ADMINISTRATIVE COST					
DESCRIPTION		UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
1	Allow a Prime Cost Sum of Kshs 250,000 for the Client's Miscellaneous Account to be spent in whole or Part as directed by the Employer's Representative.	Item	1	250,000	250,000
2	Extra Over Item No. 1 above for Consultant's Overheads and Profits.	%	1		
TOTAL (To be carried forward to item (II) of Standard Financial Forms).					
NOTE: This breakdown should be submitted together with the Financial Proposal.					

SECTION C: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDIES: LOT 64

1. INTRODUCTION

Kenya Rural Roads Authority desires to engage a Consultant to undertake Environmental and Social Impact Assessment Studies for LOT 64 which comprises of the following Road and Bridge Projects: -

- 1) Upgrading to Bitumen Standards And Performance Based Routine Maintenance of Tenden - Kibigos Market - Jnct B77 And Kokwongoi - Chebororwa Roads;
- 2) Construction of Perkerra Bridge and Approach Roads;
- 3) Construction of Kambi Chura Bridge and Approach Roads.

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

1.1 Description

1) Tenden - Kibigos Market - Jnct B77 & Kokwongoi - Chebororwa Roads Project

The project road is located in Elgeyo Marakwet County and is approximately 28 Km comprising of two sections. The first section starts at Tenden Junction, passes through Borohon and then to Kibigos Market and terminates at Junction B77 (Tingap Manuel).

The second section starts at Junction B77 Kokwongoi Market at takes a southern direction through Lamaon Primary School to terminate at Junction C48 Chebororwa.

S/No.	Road Name	Length (Km)
1.	Junction C48 Tenden – Kibigos – Junction B77	15
2.	Junction B77 Kokwongoi – Lamaon Primary – Junction B77 Chebororwa	13
Total		28

The major works to be executed under the Construction Contract comprise mainly of but are not limited to the following:

1. Provision of facilities to the supervising Engineers.
2. Site clearance and top soil removal.
3. Earthworks.
4. Provision of 175 mm G15 gravel as capping to achieve Class S4 improved sub-grade extend this to the shoulders.

5. Provision of 150mm HIG sub base of minimum CBR of 60% on carriage way and shoulders.
6. Provision of 125mm HIG base of minimum CBR of 160% on carriageway and shoulders.
7. Provision of asphalt concrete type II as wearing course to carriageway and shoulders to a finished thickness of 35mm or as instructed by the Engineer.
8. Application of surface dressing of using 10/14mm, precoated chippings on the carriage-way and shoulders.
9. The carriageway shall be 6m wide with shoulders (each 0.5m wide) constructed with the material and thickness for sub-base and base as above.
10. Construction of standard pipe culverts, bridges, box culverts and the improvement of other drainage and soil erosion protection works.
11. Relocation of services as necessary.
12. Installation of road furniture.
13. Maintenance of passage of traffic through and around the works.
14. Maintenance of works during construction and defects liability period. The defects liability period shall be 12 months.
15. Any other activity not listed above in either category but deemed to be necessary by the Engineer.

2) Perkerra Bridge and Approach Roads Project

The proposed bridge is located on the boarder of Uasin Gishu and Trans Nzoia Counties on Perkera – Jabali (UNCL) Road, off Ziwa – Moi’s Bridge Road. The Bridge lies on Moiben River and is approximately 9 km from Moi’s Bridge Town.

The Major Works to be executed under the construction contract comprise mainly of but are not limited to the following:-

1. Site clearance where necessary.
2. Substructure works which comprise 2No. Abutments.
3. Construction of reinforced concrete approach slabs
4. Construction of 1 No. 20m long concrete slab.
5. Construction of a triple (5.0m x 2.5m) box culvert and several ring culverts.
6. Construction of 6km approach roads to gravel standards.
7. River Training as directed by the Engineer.
8. Installation of protection works.

3) Kambi Chura Bridge and Approach Roads Project

The proposed bridge is located in Trans Nzoia County on the Soweto – Kiptoro (UNCL) Road, off Kipsigilai – Kapcherop Road. The Bridge crosses the road on Chepkatit River and is approximately 1.8km from Soweto Centre.

The Major Works to be executed under the construction contract comprise mainly of

but are not limited to the following:-

1. Site clearance where necessary.
2. Substructure works which comprise 2No. Abutments.
3. Construction of reinforced concrete approach slabs
4. Construction of 1 No. 20m long concrete slab.
5. Construction of several ring culverts.
6. Construction of 6km approach roads to gravel standards.
7. River Training as directed by the Engineer.
8. Installation of protection works.

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.

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 road works;
- ii) Identify the anticipated environmental impacts of the proposed works and the scale of the impacts;
- iii) Analyse and evaluate the anticipated impacts of the proposed works on the physical, biological, social-cultural and social- economic environment;
- iv) Identify and analyse alternatives to the proposed projects;
- v) Evaluate the proposed construction works and consider its effects on safety, comfort and convenience of the road/bridge users;
- vi) Propose mitigation measures to be taken during and after the implementation of the proposed projects;
- 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, Housing & Urban Development, National Environment Management Authority (NEMA), Ministry of Lands, Kenya Forest Service, Kenya Wildlife Service, Water Resources Authority (WRA), 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 projects on the physical, biological, social-cultural and socio-economic environment.
- b) Review of the existing data on the proposed projects including social and economic activities within the project areas.
- c) Production of Environmental and Social Impact Assessment (ESIA) Reports for the proposed projects and seeking the necessary approvals 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, any subsequent Amendments, and administrative procedures issued by NEMA. **Consultants should also note that they will be required to prepare independent reports for each road/bridge 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 within the proposed project areas. 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 projects.

3.3.4 Determination of impacts of the proposed 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 **Seven (7) 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, 5 copies and a digital copy to Client.
- (b) **Preliminary ESIA Reports**: These reports shall summarize the preliminary findings, analysis, results and recommendations - Original, 5 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, 5 copies and a digital copy to Client.

- (d) **Final ESIA Reports:** These reports shall incorporate all revisions and comments proposed by the Employer following discussions and agreement between the Employer 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: -

Director (Planning, Design & Environment)
Kenya Rural Roads Authority
P. O. Box 48151-00100
NAIROBI

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 **Seven (7) 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 + 2	Consultant
(iii) Preliminary Report to KeRRA	W + 5	Consultant
(iv) Draft Final Report to KeRRA	W + 9	Consultant
(v) Final Report to KeRRA and NEMA	W + 13	Consultant

N/B: - W=date of commencement

5. KEY STAFF

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

Qualifications and Skills

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

General professional experience

At least 8 years post-qualification experience.

Specific professional experience

At least 6 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. In addition, the Environmentalist **must** provide a certificate of registration with the National Environmental Management Authority as an Associate Expert and **must** possess a valid & current Practicing Licence.

General professional experience

At least 6 years post-qualification experience.

Specific professional experience

At least 4 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) as a Professional Engineer 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

Proof of the above requirements is **MANDATORY**. Certified copies of certificates and testimonials for the key Staff **MUST** be attached. Testimonials in other languages other than English shall only be acceptable where translation is provided. The CV's **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.

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 Staff-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 EMPLOYER

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 Staff 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 Staff 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 Staff as approved by the Employer.
- 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 Employer.

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 Employer.

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 Employer.

10.2.4 Final ESIA Reports

- 20% on submission of the Final Environmental and Social Impact Assessment (ESIA) Reports, acceptance by the Employer 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) CONFIDENTIAL BUSINESS QUESTIONNAIRE

REPUBLIC OF KENYA

Part 1: General

Company Name.....

Location of Business Premises.....

Postal Address.....Tel No.

Nature of Business

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

Name of your Bankers Branch.....

Part 2: State the nominal and issued capital of the company

Nominal Kshs.

Issued Kshs.

Give details of all Directors as follows:

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

Part 3: Interest in the Firm

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

.....
Date

.....
Signature of Bidder

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

(III) 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) Studies for LOT 64.**

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 on the specified date of the site visit and must be submitted with the Proposal. The Bidder MUST visit all roads/bridges under the LOT.

(IV) FIRM'S CURRENT WORKLOAD

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

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

(V) 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 (Month/Year):	Date
		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: _____

(VI) 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

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

(VIII) 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 Employer 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: _____

(IX) WORK PLAN AND TIME SCHEDULE FOR KEY STAFF

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	
																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 _____

(X) 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

(XI) WORK PLAN/TIME SCHEDULE

1. Field Works

Items of Work/Activities	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

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

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

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 Tenden - Kibigos Market - Jnct B77 And Kokwongoi - Chebororwa Roads: (a) + (b) + (c) + (d)			
Sub-total 1 for Perkerra Bridge & Approach Roads Project: (a) + (b) + (c) + (d)			
Sub-total 1 for Kambi Chura Bridge & Approach Roads Project: (a) + (b) + (c) + (d)			
Total for Sub-total 1			
Add 10% Contingency of Sub-total 1			
Add Employer's Administrative Costs (as per Annex C)			
Subtotal 2			
Add 16% VAT of Sub-total 2			
Grand Total:			

(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/bridge 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/bridge 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				
Sub-total: (b)					

Note:

Bidders shall fill this form for each individual road/bridge 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/bridge 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/bridge 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 Employer 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 Employer for all the Consultants’ obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultants”).]

WHEREAS

- (a) the Employer 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 Employer that they have the required professional skills, and Staff 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 Staff 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 Employer
-

2. The mutual rights and obligations of the Employer 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 Employer 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 Employer under this Contract;
- i) "Party" means the Employer 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
- L) “Employer’s Administrative Costs” means funds set aside for utilisation in administering the Consultancy Contract. Under this provision, the Consultant may be instructed by the Employer’s Representative to make payments for certain items deemed necessary for the proper administration of the Consultancy Contract and may include office furniture, office equipment, computers, laptops and related accessories among others. When instructed by the Employer’s Representative the Consultant shall purchase or pay for the provision of such

items and the costs shall be reimbursed at their quoted rates under Annex C. The Employer's Representative may also instruct the Consultant to make payment for miscellaneous expenditures which may include refreshments for review meetings, transport and night outs for Client's Staff attending Public Consultative Meetings among others. The Costs on such expenditures shall be reimbursed on a Prime Cost basis with an extra over to cover the Consultant's overheads and profits as per the rates provided under Annex C.

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 Employer 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 Employer or 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 Staff 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 Employer 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 Consultant 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 Employer 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 Employer 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 Employer 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 Employer 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 Staff 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 Staff 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 Staff 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 Employer 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 Staff not listed by name in Appendix C ("Key Staff 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 Employer 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 Staff are described in Appendix C. The Key Staff 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 Staff 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 Employer.

- (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 Employer 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 Employer 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 Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer 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: **Director (Planning, Design & Environment)**

for the Consultant:

1.3 The language is English.

The addresses are:

For the Employer:

Director General

Kenya Rural Roads Authority

Bara Bara Plaza, Block B, Ground Floor, Opposite KCAA off Mombasa Road

P. O. Box 48151 - 00100

NAIROBI

Email: - dgkerra@kerra.go.ke

For the Consultants:

1.6 The Authorized Representatives are:

For the Employer: **Director (Planning, Design & Environment)**

For the Consultants: _____

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

1.7 The Employer warrants that the Consultants and their Staff (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 Staff in respect of:-

- (b) any payments made to the Consultants, Sub Consultants, and the Staff 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 Employer 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 Staff 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 **Thirteen (13) Consecutive Weeks** 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 Employer which shall quantify the minimum acceptable service to the Employer 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 Professional Liability covering **Full amount of this Contract**. 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 Employer 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.
- 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:	Comments on terms of reference, Description of the methodology and workplan for performing the assignment (to be inserted)
APPENDIX B:	Time schedule for professional Staff (to be inserted)
APPENDIX C:	Team composition and task assignments (to be inserted)
APPENDIX D:	Curriculum Vitae (CV) for proposed professional staff (to be inserted)
APPENDIX E:	Activity (Workplan) schedule (to be inserted)
APPENDIX F:	Breakdown of contract price in Kshs (to be inserted)
APPENDIX G:	Other submissions <i>Technical proposal submission form</i> <i>Firm's References</i> <i>Financial proposal submission form</i>
APPENDIX H:	The Request for Proposals (to be inserted)
APPENDIX I:	Service Level Agreement between Kenya Rural Roads Authority and the Consultant (To be inserted as an Annex in the Contract Agreement)
APPENDIX J:	Certificate of Pre-Tender Site Visit (to be inserted).