



Kenya National Highways Authority

Quality Highways, Better Connections

REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICES FOR ROAD RESERVE SURVEY AND TITLE
SURVEY OF LANET-NJORO TURN OFF-TIMBOROA(A8) ROAD
SECTION-97Km**

TENDER NO: KeNHA/1883/2018

DATE: MARCH 2018

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS
AUTHORITY
P.O. Box 49712-00100
NAIROBI**

**DIRECTOR (HIGHWAY PLANNING &
DESIGN)
KENYA NATIONAL HIGHWAYS
AUTHORITY
P.O. Box 49712-00100
NAIROBI**

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ACRONYMS

CAD	Computer Aided Design
DoS	Director of Survey
GIS	Geographic Information System
GPS	Global Positioning System
IPC	Iron Pin in Concrete
IPCU	Iron Pin in Concrete Underground
KeNHA	Kenya National Highways Authority
KeRRA	Kenya Rural Roads Authority
KRB	Kenya Roads Board
KURA	Kenya Urban Roads Authority
MoL&PP	Ministry of Lands & Physical Planning
MOTIH&UD	Ministry of Transport, Infrastructure Housing & Urban Development
PIDS	Preliminary Index Diagrams
RIMS	Registry Index Maps
UTM	Universal Transverse Mercator

SECTION A: - LETTER OF INVITATION

DATE

Tender Reference No: KeNHA/1883/ 2018

To _____ [date]

[Name and address of Consultant]

Dear Sir,

RE: CONSULTANCY SERVICES FOR ROAD RESERVE AND TITLE SURVEY OF LANET-NJORO TUNOFF-TIMBOROA (A8) ROAD SECTION -97Km

Kenya National Highways Authority invites proposals for the provision of the following consulting services:

Consultancy Services for Road Reserve and Title Survey of Lanet-Njoro Turnoff-Timboroa (A8) Road Section -97km

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

The RFP includes the following documents:

- Section A – Letter of Invitation
- Section B – Information to Consultants
- Section C – Technical Proposal – Standard Forms
- Section D – Financial Proposal – Standard Forms
- Section E – Terms of Reference
- Section F – Standard Forms of Contract
- Section G – Administrative Review Form
- List of Appendices

The following requirements should be submitted together with the proposal:-

- a) **Certified** copy of certificate of incorporation/ registration of the firm
- b) **Certified** copy of **current** tax compliance certificate
- c) **Certified** copy of V.A.T Certificate
- d) **Certified** copy of P.I.N Certificate

- e) Company profile showing relevant experience on similar assignments and the capacity to carry out this assignment
- f) Completion certificates/Letters from previous clients showing that the consultant has completed similar assignments during the past five (5) years.
- g) Curriculum Vitae (CV) of the proposed key staff duly signed by the proposed individual.
The client may carry out a one-on-one interview with the proposed staff prior to contract award.
- h) **Certified** copies of academic certificates and testimonials of the proposed key staff
- i) **Certified** copy of Annual Valid Practicing Certificate for Principal Surveyor
- j) **Written** and **signed** commitment from the proposed key personnel on their availability for the assignment
- k) Details of Current work load
- l) Litigation history
- m) **Bidders must sequentially serialise all pages of each tender submitted**

NOTE: All Certification to be done by Commissioner for Oaths / Notary Public

The Addendum / Clarification thus issued shall be part of the bidding documents pursuant to Sub-Clause 2.1 and shall be communicated through Kenya National Highways Authority website: www.kenha.co.ke.

A complete set of tender documents may be obtained by interested tenderers from the Kenya National Highways Authority website: www.kenha.co.ke or supplier.treasury.go.ke free of charge OR from the offices indicated below during normal working hours upon payment of a non – refundable fee of Kshs. 1,000 (One thousand shillings only) in form of banker’s cheque only payable to Kenya National Highways Authority.

Completed tender documents are to be enclosed in plain sealed envelope clearly marked with tender name, reference number and submitted to:-

**Director General,
Kenya National Highways Authority,
Blue Shield Towers, Hospital Road, Upper Hill,
P. O. Box 49712-00100,
NAIROBI, KENYA**

Or deposited in the Tender Box on the Mezzanine Floor, Blue Shield Towers, Hospital Road, Upper Hill so as to be received on or before **Thursday, 5th April, 2018 at 11.00 am (Local Time)**.

Opening of the bids will take place immediately thereafter at the Board Room, 3rd Floor, Blue Shield Towers, Hospital Road, Upper Hill, in the presence of Tenderers/Representatives who wish to attend.

Deputy Director - Supply Chain
For: DIRECTOR GENERAL

SECTION B: INFORMATION TO CONSULTANTS

- 1. Introduction**
- 1.1 The Client named in Appendix “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 Appendix “A” for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in Appendix “A” to arrange for any visit or to obtain additional information on the pre-proposal conference where applicable. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 The Client’s Employees, Committee members, Board Members and their relatives (spouses and children) are not eligible to participate.
- 1.7 The price to be charged for the tender document shall be Kshs. 1000/=

1.8

The Client shall allow the tenderer to review the tender document free of charge before purchase.

2. Clarification and Amendment of RFP Document

2.1

Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by papermail, cable, telex, facsimile or electronic mail to the Client's address indicated in Appendix "A". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2

At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

3. Preparation of Technical Proposal

3.1

The Consultants proposal shall be written in English language.

3.2

In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3

While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) 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 invited consultants who intend to separately submit proposals for this assignment. In addition, no consultant shall associate with more than one firm in this assignment. Any firms associating

in contravention of these requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix "A". The proposal shall however be based on the number of professional staff- time estimated by the firm.
- (iii) 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.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed 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 during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training.

(viii) Any additional information requested in Appendix “A”.

3.5 The Technical Proposal shall not include any financial information.

**Preparation of
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 Appendix “A” specifies otherwise.

3.8 Consultants shall express the price of their services in **Kenya Shillings**.

- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants should agree to the extension.

**4. Submission,
Receipt and
Opening of
Proposals**

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

consultant unopened.

4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Client's department upto the time for public opening of financial proposals.

5 Proposal Evaluation General

5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Appendix "A". Any attempt by the firm to influence the Client in the evaluation of proposal 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.

Evaluation of Technical Proposals

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

Points

- (i) Specific experience of the consultant related to the assignment (15)
- (ii) Adequacy of the proposed workplan and methodology in responding to the terms of reference (35)
- (iii) Qualifications and competence of the key staff for the assignment (45)
- (iv) Training of employers counterpart staff (5)

Total Points 100

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

**Public
Opening and
Evaluation of
Financial
Proposals**

- 5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend.
- 5.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 5.8 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in Appendix "A", be as follows:-

$$S_f = 100 \times F_m / F$$

where S_f is the financial score;

F_m is the lowest priced financial proposal and

F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = I$ indicated in the Appendix.

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

- 5.9 The tender evaluation committee shall evaluate the tender within 30days from the date of opening of the tender.
- 5.10 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.11 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. See Appendix “A”.

6. Negotiations

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and 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 best that the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be available. The Client will not consider substitutions during contract negotiations unless both

parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 6.6 The Client shall appoint a team for the purpose of negotiations.

7. Award of Contract

- 7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 7.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 7.4 The Client may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 7.5 The Client shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14days of receiving the request from any tenderer.
- 7.6 To qualify for contract awards, the tenderer shall have the following:
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement.
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal

proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

- 8. Confidentiality** 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.
- 9. Corrupt or Fraudulent Practices** 9.1 The Client requires that the Consultant observes the highest standard of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 9.2 The Client will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 9.3 Further, a Consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX “A”

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Reference Clause

1.1 & 2.1

The name of the Client is:

**Director General
Kenya National Highways Authority
P.O. Box 49712-00100,
NAIROBI**

1.2 & 6.2

Technical and Financial Proposals are requested: *Yes*

A Technical Proposal only is requested: *No*

The name and purpose of the assignment are:

***Consultancy Services for Road Reserve Survey and Title Survey of
Lanet-Njoro Turnoff-Timboroa (A8) Road Section_97km***

The purpose of the assignment is to delineate the road reserve (including old road sections) of the Lanet-Njoro Turnoff-Timboroa(A8)road section. The consultant shall digitize cadastral and road maps/drawings, establish the road reserve extent, subdivide acquired properties, survey the road reserve, and prepare a GIS database of the Lanet-Njoro Turnoff-Timboroa Road Section of road A8. The survey shall enable KeNHA to effectively manage the road reserve of the road section to facilitate the Authority’s vision of providing a quality, safe and adequate national road network.

1.3

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

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

Eng. S. Omer
Director (Highway Planning & Design)
KeNHA
P.O. Box 49712
NAIROBI
Tel: (+254) 20 8013842
Fax:(254) 20 271 5483
Email: samuel.omer@kenha.co.ke

T. G Gacoki
Deputy Director (Survey)
KeNHA
P.O. Box 49712
NAIROBI
Tel: (254) 20 8013842
Fax:(254) 20 271 5483
Email: t.gachoki@kenha.co.ke

All electronic mails shall be copied to dg@kenha.co.ke with the subject clearly indicated as "Consultancy Services for Road Reserve, and title Survey of Lanet-Njoro Turnoff-Timboroa (A8) Road Section".

1.4

The following documents may be necessary for the consultancy and can be obtained from Government Agencies. The documents shall be obtained by the consultant on conditions laid down by these agencies including paying for them where necessary.

- i). *The Constitution of Kenya, 2010*
- ii). *Kenya Vision 2030*
- iii). *Kenya Roads Act 2007*
- iv). *Survey Act Cap 299*
- v). *The Land Act, 2012*
- vi). *The National Land Commission Act, 2012*
- vii). *The Land Registration Act, 2012*
- viii). *Standard Specifications for roads and Bridge construction, 1986*
- ix). *Relevant Gazette Notices*
- x). *Relevant Survey/Cadastral Plans*
- xi). *Copies of Design/As Built/Land Acquisition Drawings*

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

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

3.3

- ii) Notwithstanding the provisions of clause 3.3(ii) and 3.4(vi) of the instructions to consultants, The client has determined that the professional staff required for the assignment shall be as listed below:

a) Key Professional Staff

Key Staff 1: Project Team Leader

Key Staff 2: Senior Land Surveyor

Key Staff 3: Land Surveyors

Key Staff 4: GIS/CAD Expert

The duration required to complete the assignment is: **Fifteen (15) months.**

- b) The consultant must provide written commitment from the proposed key personnel on their availability for the assignment.
- c) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown hereunder:-

Key Professional Staff

Key Staff 1: Project Team Leader

Qualifications and skills

Must possess a University Degree BSc (Surveying) or equivalent, be a Full Member of the relevant chapter of the Institution of Surveyors of Kenya and have a valid practising license from the Land Surveyors Board or equivalent

General professional experience

A minimum of 10 years practical post-qualification experience

Specific professional experience

Must have extensive broad experience in Cadastral Survey, Engineering surveys and contract administration and more specifically have recent service as a Team Leader/Project Manager on at least three (3No) projects of comparable nature.

Key Staff 2: Senior Land Surveyor

Qualifications and Skills

Must possess University Degree BSc (Surveying) or equivalent and be a Full Member of the relevant chapter of the Institution of Surveyors of Kenya, or equivalent.

General professional experience

A minimum of 7 years practical post-qualification experience

Specific professional experience

At least 5 years of recent experience in engineering and cadastral surveys.

Key Staff 3: Land Surveyors

Qualifications and Skills

Must possess University Degree BSc (Surveying) or equivalent.

General professional experience

A minimum of 5 years practical post-qualification experience

Specific professional experience

At least 3 years of recent experience in engineering and cadastral surveys.

Key Staff 4: GIS/CAD Expert

Qualifications and skills

Must possess a University Degree BSc (GIS) or equivalent.

General professional experience

A minimum of 5 years practical post-qualification experience

Specific professional experience

At least 3 years of experience in GIS-related projects. Practical experience with ArcGIS and CAD based softwares is a requirement.

The client may conduct a one on one interview with the proposed key personnel to determine suitability prior to award of contract.

- 3.4 i) Training of Client’s Surveyors is a specific component of this assignment: *No*
- ii) The Consultant **MUST** demonstrate that they carried out similar assignments successfully and delivered on time to the satisfaction of the client.

3.6 Taxes:

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

3.7 The proposals must remain valid for **90 days after the submission date**

4.1 Consultants must submit **1 (One)** original and **1 (One)** additional copy of each proposal.

4.2 The proposal submission address is:

Director General
Kenya National Highways Authority,
Blue Shield Towers, Upper Hill, 1st Floor,
P. O. Box 49712,
NAIROBI, KENYA

The outer envelope shall also be clearly marked:

“CONSULTANCY SERVICES FOR ROAD RESERVE SURVEY AND TITLE SURVEY OF LANET-NJORO TURNOFF-TIMBOROA (A8) ROAD SECTION”

TENDER No: KeNHA/1883/2018

4.3 Proposals must be submitted no later than the following date and time:

Thursday, 5th April, 2018 at 11.00am Local Time

5.4 The minimum technical score required to pass is **80%**

5.8 Alternative formulae for determining the financial scores is the following:
None

Weightings: **T = 0.8** **F = 0.2**

6.1 The address to send information to the Client is:

***Director General
Kenya National Highways Authority
Blue Shield Towers, Upper Hill, 9th Floor
P. O. Box 49712
NAIROBI, KENYA***

7.2 Commencement of Assignment: **Fourteen days after notification by the Employer to commence**

9.1 In pursuance of this policy, the Client:

- (i) Defines, for purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
 - (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition
- (ii) Will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question:

APPENDIX “B”

EVALUATION CRITERIA

- (i) Preliminary Examination (Mandatory)
- (ii) Technical Evaluation – 100%

(I) PRELIMINARY EXAMINATION (MANDATORY)

The Preliminary Examination will be based on documents required to be submitted together with the proposal, as outlined in SECTION A of this RFP.

No.	Requirements
1	Certified copy of certificate of incorporation/ registration of the firm
2	Certified copy of current tax compliance certificate
3	Certified Copy of V.A.T Certificate
4	Certified copy of P.I.N Certificate
5	Company profile showing relevant experience on similar assignments and the capacity to carry out this assignment
6	Completion Certificates/Letters from previous clients showing that the consultant has completed similar assignments during the past five (5) years.
7	Curriculum Vitae (CV) of the proposed key staff duly signed by the proposed individual. The client may carry out a one-on-one interview with the proposed staff prior to contract award.
8	Certified copies of academic certificates and testimonials of the proposed key staff
9	Certified copy of Annual Valid Practicing Certificate for Principal Surveyor
10	Written and signed commitment from the proposed key personnel on their availability for the assignment
11	Details of Current work load
12	Litigation history
13	Bidders <u>must sequentially serialise</u> all pages of each tender submitted

(II) TECHNICAL EVALUATION

	Criteria		Max. Score
1.	RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT		
a.	Brief description of the following: Description of consultancy/ organization profile indicating that suitability to carry out this specific assignment – 1 marks Description of technical capabilities and resources to carry out this specific assignment – 2 marks Experience to carry out this specific assignment – 2 marks		5
b.	Number of related surveys undertaken in the last five years. List the names of the organizations where the relevant assignment(s) were carried out and provide dates, contact persons and a brief description of the nature of assignment.		10
	Topographical Survey – 3 marks (1 mark for each project)		
	Cadastral Survey – 7 marks (1 mark for each project)		
	N.B Attach documentary evidence		
2.	APPROACH AND METHODOLOGY		
a.	Understanding, conformity and comments to the terms of reference (TOR's)	5 marks	5
b.	Appropriateness of the methodology and survey schedule, and the completeness of the description of the same in relation to the TORs, particularly with respect to the outlined objectives in the terms of reference	30 marks	30
3.	HUMAN RESOURCE CAPACITY		
a.	Lead Consultant: The lead consultant shall have a University Degree BSc (Surveying) or equivalent and have a valid Practising Licence from the Land Surveyors Board, be a Full Member of the relevant chapter of the Institution of Surveyors of Kenya, or equivalent. Must have a minimum of 7 years practical post-qualification experience with at least 5 years of recent experience in engineering and cadastral surveys.	Qualifications – 10mks	20
		Experience – 10mks	
b.	Senior Land Surveyor: Must possess a University Degree BSc (Surveying) or equivalent, with minimum of 7 years practical post-qualification experience <i>and</i> at least 5 years of recent experience in engineering and cadastral surveys, be a Full Member of the relevant chapter of the Institution of Surveyors of Kenya, or equivalent.	Qualifications – 5mks	10
		Experience – 5mks	
c.	2 No Land Surveyors: Must possess a University Degree BSc (Surveying) or equivalent, with minimum of 5 years practical post-qualification	Qualifications - 3mks	5 for Each Surveyor

	experience <i>and</i> at least 3 years of recent experience in engineering and cadastral surveys, be a graduate Member of the relevant chapter of the Institution of Surveyors of Kenya, or equivalent.	Experience –2mks	
d.	<i>GIS/CAD Expert:</i> Must possess a University Degree BSc (GIS) or equivalent, with minimum of 5 years practical post-qualification experience and at least 3 years of experience in GIS/CAD-related projects. Practical experience with ArcGIS and CAD based software is also a requirement.	Qualifications - 3mks	5
		Experience –2mks	
4.	TRAINING		
a.	Outline of a Training Plan for employer's counterpart staff.	Schedule of training plan – 5mks	5
	GRAND TOTAL		100

N.B The firm (s)/consultant(s) achieving the minimum pass mark of 80 shall have its financial proposal opened in accordance with the Information to Consultants.

SECTION C: TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i. Technical Proposal submission form.
- ii. Firm's Current Workload.
- iii. Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv. Description of the methodology and work plan for performing the assignment.
- v. Team composition and task assignments.
- vi. Format of curriculum vitae (CV) for proposed professional staff.
- vii. Statement of Availability.
- viii. Time schedule for professional personnel.
- ix. Activity (work) schedule.

(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]:

_____ [*Name of Firm*]:

_____ [*Address*]:

(ii). FIRM'S CURRENT WORKLOAD

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

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	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:			
Description of any contractual issues between Client and Consultant (<i>give brief if any</i>)			

Firm's Name: _____

Name and title of signatory; _____

(iii). FIRM'S REFERENCES

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

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

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (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:		
*Letter of Award: Ref. No.....Date:.....		
*Letter of Completion: Ref. No.....Date:.....		

*** Attach Correspondences**

Firm's Name: _____

Name and title of signatory; _____

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

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

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

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

(To be inserted by Consultant)

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience. I hereby confirm my interest and availability to perform the tasks that shall be assigned to me in the project and that I have not given my CV and authority to any other firm for the same assignment.

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

Note: The signatures must be original. Scanned signatures will not be accepted. The client may carry out a one-on-one interview with the proposed staff to ascertain the details provided prior to contract award.

STATEMENT OF AVAILABILITY

CONSULTANCY SERVICES FOR ROAD RESERVE SURVEY AND TITLE SURVEY OF LANET-NJORO TURNOFF-TIMBOROA (A8) ROAD SECTION

TENDER NO. KeNHA/1883/2018

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer(Name of Tenderer) in the above mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender document for the above tender. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected and I may also be subject to exclusion from other tender procedures and contracts being undertaken by KeNHA.

Furthermore, should this tender be successful, I am aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts being undertaken by KeNHA and that the notification of award to contract to the tenderer may be rendered null and void.

Name of Key Personnel	
Signature of Key Personnel	
Date	
Signature of Authorised representative of the Tenderer	

(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	Number of months

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(viii). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[M0, M1, M3 are months from the start of assignment)

	M1	M2	M3	M4Mn	M(n+1)	M(n+2)	M(n+3)
Activity (Work)								

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Monthly Progress Reports	
3. Preliminary Project Report	
4. Draft Final Project Report	
5. Final Project Report	

SECTION D: FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL 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. Our attached Financial Proposal is for the sum of (_____

_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names (as appropriate.)	Position	Input (Staff months, days or hours)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION E: TERMS OF REFERENCE
CONSULTANCY SERVICES FOR ROAD RESERVE SURVEY; AND TITLE SURVEY FOR LANET-NJORO TURNOFF- TIMBOROA ROAD(A8) _97 Km

1. STATEMENT OF INTENT

1.1 General

The Government of the Republic of Kenya (GoK) has identified funds to be used for road Reserve Survey and Title Survey.

The Government of Kenya through its agency, the Kenya National Highways Authority (KeNHA), will require the Consultant selected to render technical Services necessary for Road Reserve Survey, Title Survey for Acquired Properties and Title Survey Road Reserve for Lanet- Njoro Turnoff -Timboroa (A8) road section _97 Km.

The detailed description of the required Services is given in this Terms of Reference

1.2 Selection Criteria

The Consultant selected to undertake the Services:

- a) Shall have extensive experience in Engineering Survey and Cadastral survey
- b) Must have the Key Experts with experience and qualifications meeting the requirements for the assignment

2. BACKGROUND

The Kenya National Highways Authority (KeNHA) is mandated to manage, develop rehabilitate and maintain national roads, (classes A, B and C), in the country to enhance socio-economic growth and prosperity.

Most of these roads reserves, including Lanet-Njoro Tunoff_-Timboroa Road Section, have not been surveyed. Further, in the course of construction of these roads, land was acquired but despite being paid for, most of it has never been registered neither was surveying carried out to excise the part of the road reserve acquired. This has led to roads reserves being subjected to various conflicts including encroachment and pressure from a wide range of differing land uses such as agriculture and commercial activities. These conflicts lead to concerns about the future of highway road infrastructure development in Kenya.

As a result of land use conflicts, KeNHA recognizes that road development is not only road construction and maintenance alone but in the broader sense includes the management and protection of road reserves. In order to achieve this, road reserve boundaries need to be determined, and boundaries between the road reserve and abutting land parcels be accurately determined. This will facilitate updating of title deeds to reflect the remaining property areas, and preparation of new deed plans and amendment of Registry Index Maps(RIMs)/Preliminary Index Diagrams(PIDs) to reflect the actual road reserve.

In order to achieve the objective of managing road reserves effectively, the Government requires the services of a consultant to carry out services described in these terms of reference.

The Kenya National Highways Authority now requires the services of an experienced firm to render the following services deemed relevant to the survey work:

- a) To survey and delineate the road reserve extents;
- b) Survey, place beacons, prepare deed plans/ mutation forms and cause Registry Index Maps(RIMs)/Preliminary Index Diagrams(PIDs) amendment (where applicable) for acquired properties, and remainder parcels of land affected by subsequent land acquisition.
- c) Carry out title survey and prepare deed plans for the delineated road reserve

The Kenya National Highways Authority will be the Client for the aforementioned consultancy services.

3. PROJECT DESCRIPTION

The project comprises approximately 97Km length of class A road (A8), including interchanges along the road section. The project road traverses Nakuru County, starting at Lanet through Njoro Turnoff (Junction B21), through Salgaa, up to Timboroa. Survey works are located along the existing A8 road, between Lanet in Nakuru and Timboroa, and sections of the old section of the road. The total length of old road sections is approx. 5Km.

4. SCOPE OF WORK

4.1 General

The Consultant shall perform all work necessary as called for in these Terms of Reference including investigation and analysis of existing information, computation and compilation of related documents and drawings, and field survey. The methodology used shall employ internationally acceptable survey techniques. In carrying their work, the Consultant shall cooperate fully with the concerned agencies of the Government of Kenya, in particular the Ministry of Transport, Infrastructure, Housing & Urban development(MOTIH&UD); and the State Corporations operating under it, the Ministry of Lands and Physical Planning(MoL&PP), the Ministry of Interior & Coordination of National Government, the 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.

4.2 Project Description

The project consists of two activities as follows: -

4.2.1 Road Reserve Survey

The road reserve width of the road section varies from a minimum of 60m, but increases at areas with climbing lanes, flyovers and junctions/interchanges.

4.2.2 Title Survey

a) The title survey for acquired properties involves survey of land along the road section whose area was acquired as per the following gazette notices, (including revisions and updates) and any other information that the consultant may find relevant. The title survey shall also include any quarries/material sites, camps and lorry park sites acquired as part of the road development.

1. 306 of 22nd January, 2016
2. 7588 of 9th October, 2015
3. 448 of 23rd January, 2015
4. 5804 of 22nd August, 2014
5. 248, 249 & 250 of 14th January, 2011
6. 3278, 3279 & 3280 of 1st April, 2010
7. 11384 & 11385 of 28th November, 2008
8. 3514 of 2nd May, 2008
9. 65 & 66 of 11th January, 2008
10. 9823 & 9824 of 1st December, 2006
11. 1421 & 1422 of 8th May, 1981

b) The title survey for the road reserve involves cadastral survey of the delineated road reserve, including the old road sections.

5. DETAILED SCOPE OF WORK

5.1 General

The Consultant shall perform road reserve and title survey and related work as described herein to attain the objective of the survey.

The consultant shall carry out the survey work in such a manner and will ensure that the survey accords in all respect with provisions of the Survey Act and any other relevant regulations, and shall be responsible for the correctness and completeness of every survey carried out under the consultancy.

The overall responsibility for administration and coordination of the survey rests with the Kenya National Highways Authority. The execution of the survey will be the direct responsibility of the Project Team of KeNHA.

KeNHA will provide the Consultant with the data and services outlined herein. The Consultant shall be responsible, however for the computation, analysis and interpretation of all data received, and the conclusions and recommendations in his reports.

As the assignment progresses, the Consultant shall maintain close liaison with the relevant Government agencies and shall submit for approval, according to the work programme, field notes, computations, copies of deed plans/ mutation forms, survey reports and any other relevant documents as required in relevant policies and legislation.

5.2 Project Objectives

The overall objective of the project is to ensure that accurate and quality road reserve survey, property survey for acquired parcels, and title survey of the road reserve is achieved in time, within the budget allocation and that all work is carried out in full compliance with the approved engineering designs, as built drawings and acquisition plans, cadastral boundaries, survey specifications, agreed work schedule, within the terms and conditions of the contract documents and as per sound surveying practices.

Specifically, the consultant shall be required:

- a) To acquire the relevant historical information
- b) To carry out the necessary investigations and survey computations
- c) To establish horizontal control points along the project road
- d) To analyze design drawings, as built drawings, land acquisition drawings, land acquisition information/gazette notices, and survey plans.
- e) To survey each parcel listed in the relevant gazette notices listed above, (and any other relevant notices/information that the consultant may find relevant), to excise acquired land
- f) To delineate the final road reserve edge of the road section after integration of road design/as built drawings, cadastral plans, road data ground survey and land acquisition information.
- g) To carry out title(cadastral) survey of the delineated road reserve and quarry/material sites/camp site/lorry parks reserved and/or acquired for the project road development
- h) To create a GIS database

5.3 Legislation/ References

Work shall be performed and progressed in accordance with the requirements specified in the following documents (including all current updates):

1. Survey Act Cap 299
2. Survey Act Cap 299 subsidiary of 1999
3. The Land Act, 2012
4. The National Land Commission Act, 2012
5. The Land Registration Act, 2012
6. The Land Control Act Cap 302

7. The Physical Planning Act Cap 286
8. Standard Specifications for roads and Bridge construction, 1986
9. The Survey Manual published by Survey of Kenya, 1971

5.4 Scope and Technical Specifications

The **project activities** are categorized as follows:-

1. Acquisition of the Relevant Information
2. Establishment of Controls
3. Road Reserve and Quarry/Material Sites Survey and Delineation of the Road Reserve
4. Title(Cadastral) Survey and Subdivision of Acquired Properties
5. Title(Cadastral) Survey of the Delineated Road Reserve
6. Creation of a GIS Database

The Scope, Technical Specifications and Standards for each activity shall be as outlined below:-

5.3.1 Acquisition of the Relevant Information

The consultant should set out by first collecting the available data in form of plans, drawings, reports, tables or charts interpret them and transform them through measurement and calculation into a form that can be set out on the ground.

Cadastral information may be obtained from the Director of Surveys on terms and conditions laid down by the Director.

Any historical information which will have an impact on survey computation, analysis and or determination (i.e. record plans, geodetic information such as datum, coordinates or other necessary information) should be included.

Prior approvals by Statutory Authorities as required by any Act shall be sought by the consultant during the survey.

5.3.2 Establishment of Controls

The consultant is responsible for establishing horizontal controls along the project road, and at least two (2) other control points at locations within the vicinity of the road to be identified by the Authority's Regional Director for South Rift Region.

The consultant shall establish, by any acceptable method; (Traverse, or GPS or a combination), primary control points. These control points must be tied to the Survey of Kenya national grid unless otherwise specified in special specifications. The standard of primary control points shall be as per the Survey Act and the Survey Act Regulations.

The density of the control points will depend on the prevailing ground situation. However, control points shall be located at such density and locations to ensure durability and ease of by the consultant and the client in future.

Equipment to be used for angular and distance measurement shall be as outlined in the Survey Act and the Survey Act Regulations; or as per guidelines issued by the DoS. The consultant shall have maintained his instruments according to the Survey Act Regulations

The consultant shall carry out traverse adjustment by a suitable method to be specified by the consultant. The design and specification of survey marks shall be as specified in the Survey Manual (Survey of Kenya 1971). **The consultant to present design of control points to the client at the time of project inception.**

The controls shall be established under the control of the DoS, and the consultant shall have the Survey Controls approved by the DoS and the approved controls report submitted to the client.

5.3.3 Road Reserve and Quarry/Material Sites Survey, and Delineation of the Road Reserve Extents

The extent of the road reserve and quarry/material sites acquired for development of the project road shall be derived from analysis of design drawings, as built drawings, land acquisition drawings, land acquisition information, survey plans and field data. Picking of property boundaries shall be carried out particularly where survey plans of the general boundary type are to be adopted as an Authority on road reserve extents. Detail picking shall be carried out according to Survey Act Regulations and the Practicing Guidelines for Non-Title Surveys; Institution of Surveyors of Kenya. Detail picking shall be done from control points established by the consultant. The resultant coordinates shall be Universal Transverse Mercator (UTM) on Clarke 1880 ellipsoid or Cassini- Soldner Projection on Clarke 1858 figure. The consultant to justify choice of coordinate system. The consultant shall delineate the final road reserve upon integration of all the acquired information.

The consultants' attention is drawn to the fact that acquired areas, as per available gazette notices; need to be confirmed upon analysis of as built drawings, land acquisition drawings, survey plans and the situation on the ground. Upon analysis of the data, the consultant shall make amendments to survey plans where land acquired was not properly hived off, and make conclusions and recommendations accordingly to the client.

5.3.4 Title(Cadastral) Survey and Subdivision of Acquired Properties

Title survey for properties acquired for road development shall be carried out as per the Survey Act and Survey Act Regulations to excise the acquired land. Boundary beacons for acquired land shall be set according to Survey Act Regulations. The beacons shall be placed from traverse points and placement checked adequately for correctness by any acceptable method. Proof of placement checks shall be documented for future records. Units of

measurement shall be as per Survey Act Regulations. A maximum linear misclosure of + or - 0.03m is acceptable.

The type of boundary beacons shall be as per the Survey Act and the Survey Act Regulations.

The consultant shall present original/copies of authenticated deed plans, approved mutation forms and copies of amended RIMs/PIDs to the client. In cases where the consultant has concluded that amendments were already made to acquired properties, copies of RIMs/PIDs and deed plans should be presented to the client as evidence, after confirmation that excision of acquired land was properly done. In cases where the amendments were not properly done, the consultant shall undertake to correct the same.

5.3.5 Title(Cadastral) Survey of the Delineated Road Reserve

Title survey to facilitate acquisition of titles for the delineated road(whole road) reserve shall be carried out. The consultant shall be required to prepare deed plans, duly authenticated/certified by the DoS, to be submitted to the client. During this survey, the consultant shall be required to work closely with the Departments responsible for Lands and Survey. **The title survey shall be of the fixed type and all general boundary surveys indicating the road reserve shall be fixed at the time of survey.**

Title survey shall also be carried out for quarries/material sites/lorry parks/ camp sites acquired for development of the project road.

The survey is to be carried out as per the Survey Act and Survey Act Regulations. Boundary beacons shall be set according to Survey Act Regulations. The beacons shall be placed from traverse points and placement checked adequately for correctness by any acceptable method. Proof of placement checks shall be documented for future records.

Survey computations shall be carried out according to the Survey Act Regulations. The consultant shall send to the Director of Surveys all plans, field notes, computations and related documents of the survey; and all plans, field notes and computations shall be deposited in the survey office in accordance with the survey Act Cap 299. The survey plans have to be authenticated by the Director of Surveys in accordance with the survey Act Cap 299.

The title survey shall be based on either Universal Transverse Mercator (UTM) on Clarke 1880 ellipsoid or Cassini- Soldner Projection on Clarke 1858 figure. The consultant shall justify choice of the coordinate system to be used.

The consultant shall pay fees to the Director of Surveys in respect of all documents issued or services rendered by the Survey Department in accordance with the charges prescribed in the Survey Act Regulations.

The consultant shall present **authenticated deed plans for the whole project road reserve to the client.**

5.3.6 Creation of a GIS Database

All the digitized data shall be migrated into a GIS database. All features vectorized will be converted to the GIS Shapefile format. Appropriate feature classes will be used for vectorized features, including but not limited to land parcels, acquired land, road centreline and road reserve edge.

Attribute tables shall be created and populated for all the vectorized features. The table schemas shall include appropriate fields including Feature ID, Plot No, Plan Type, Gazette notice no. and date, area acquired, registered owners as per gazette notice, location of land and any other land acquisition details if any.

6. REPORT AND TIME SCHEDULE

6.1 Commencement

The Consultant shall commence the services within the period specified the Special Conditions of Contract.

6.2 Time Schedule

The duration of the survey work is a crucial aspect and will form a substantial consideration during technical evaluation. A works program shall be prepared by the consultant. The consultant is expected to give a breakdown of work schedules based on proposed accomplishments per unit time. The entire assignment including preparation, data acquisition/compilation, and fieldwork and reporting is to be accomplished within the specified period.

The period of the consultancy and commencement shall be as specified in the special conditions of contract.

6.2 Reports

The Consultant shall prepare and submit to the client the following reports. All reports shall be in English and prepared on A4 metric size paper. All reports will be submitted in hard copies and two soft copies in CD ROM format. The consultant will discuss and get approval of the software format used to prepare the soft copies for drawings to ensure compatibility with available software in the Client's establishment.

- a) **Inception Report**: This shall summarize initial findings and give proposed methodologies and detailed work plan to undertake the survey. To be submitted within two weeks of commencement of the assignment. 5 hard copies and two softcopies to be submitted to the client.

- b) **Progress Reports**: These shall be submitted monthly and shall detail all work performed during the reporting period, including utilization of the survey personnel. This shall contain preliminary conclusions on survey work done within the period based on the analysis of work substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them – 5 hard copies and two softcopies to be submitted to the client.

- c) **Preliminary Survey Report**: The report shall summarize the findings, analysis, results and recommendations of the survey work and include an executive summary. The Preliminary Survey Completion report shall include copies of field notes as well as a detailed survey report summarizing the methods, sources of data used, accuracies achieved and a list of ground controls established with adequate locational description. Production of resultant data and maps in both hard copy and soft copy format shall accompany the report. The report shall also clearly outline pending works.

The Consultant shall prepare reports and accompanying drawings in accordance with the format and title sheets as directed by the client. These documents to be submitted in 5 hard copies and two softcopies to the client. The report shall include a description of:-

- a) Narrative description of the project site surveyed.
- b) Scope of work performed
- c) Programme of works followed to execute the work.
- d) Record information used
- e) Detailed description of the procedures used
- f) Work specifications achieved compared to standard set.
- g) Location Diagrams/ Reference sketches
- h) Beacon certificates for the properties
- i) List of all ground control points established and their Y, X coordinate values
- j) Field data on Road reserve and abutting properties coordinates
- k) Point description of all points used for ground control including location diagrams for their identification
- l) Difficulties experienced if any.
- m) Recommendations and suggestions if any.

- d) **Draft Final Survey Report:** The report shall incorporate all revisions deemed necessary arising from comments received from the client, following discussions and agreement between him and the Consultant arising from presentation of the preliminary report. The report to include all documents and drawings with approvals from relevant offices. It shall include a concise executive summary in which the aspects outlined in c) above shall be shown clearly. 5 hard copies and two softcopies to be submitted to the client. The report shall also include notes on completion of activities indicated as pending during presentation of the Preliminary report.
- e) **Final Survey Report:** The report shall incorporate all revisions deemed necessary arising from comments received from the client, following discussions and agreement between him and the Consultant on the Draft Final Report. It shall include a concise executive summary in which the aspects outlined in c) above shall be shown clearly. The document should be signed by the Principal Surveyor with date insert and rubber-stamped – 5 hard copies and two softcopies to be submitted to the client.

6.2.1 Records of Documents

The final survey work is very important and need to be forwarded to the client. The survey work for road reserve survey should be plotted at scales of 1:2500 in standard paper sizes of ISO A1 (in both soft and hard copy) whereby hard copy drawings shall be presented in form of translucent bond paper. All drawings and documents resulting from road reserve survey need to be handed to the client for safe custody and for later reference. Work presentation for the road reserve survey is to be in a specified format and is to include the following:

- a) Details well plotted, and in different layers.
- b) Clear and understandable legend.
- c) Scale well indicated.
- d) Well-formatted map in a specified layout.
- e) Title Block, well designed and filled up with; title, Client's name, date of survey, principal surveyor's name and signature, Draughtsman's name and signature.
- f) Different layers of features well defined in standardized colour (digital data).
- g) North Direction Indicator well placed for orientation.
- h) Notes on the survey if any.

The client should be provided with the copies of survey plans resulting from title survey already approved by the Director of Surveys and the deed/mutation plans. All the information used during investigation should be availed to the client after the completion of the work both in soft and hard copy.

7. OBLIGATIONS OF THE CONSULTANT AND THE CLIENT

7.1 The Consultant

The consultant shall work within the TOR and contract agreement to deliver quality output in accordance with the objectives of this assignment. The consultant shall carry out the assignment in a manner that is appropriate and suitable according to acceptable survey methods, standards and accuracies while ensuring consideration of existing information and survey data relevant to the assignment.

All information, data and reports obtained from the Client in the execution of the services of the Consultant shall be properly reviewed and analysed by the Consultant. The Consultant shall be responsible for analyses, interpretation, and conclusion made from the information, data drawings and reports provided by the client, and the responsibility for the correctness of using such data shall rest with the Consultant. All such information, data, drawings and reports shall be treated as confidential and returned to the Client upon completion of the assignment.

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

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

The Consultant shall provide a training plan with accompanying costs for counterpart personnel to be approved by the Client.

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

7.2 The Client

7.2.1 Documents and Reports

The client shall supply all pertinent data and information and give such assistance as shall reasonably be required to enable the consultant carry out his duties under this contract. Such assistance shall not include the provision of any supplies or services. The consultant shall state in the bids any specific required input from the client.

The client shall make available any information relevant to the project. The consultant shall be required to pay for purchase of maps, data and other documents.

7.2.2 Liaison

The client shall facilitate liaison (if required) with other Ministries and State Departments by way of introducing the consultant to them. The consultant shall be fully responsible for collecting data and information from these agencies, including paying for it where necessary.

It shall be the consultant's responsibility to liaise with relevant authorities to acquire any information related to this project.

The consultant shall at all times liaise very closely with the clients representative in all matters regarding clients requirements and written confirmation must be obtained for any changes to the brief and project contents.

7.3 Taxes and Duties

The consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other tax payables 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.

8.0 PERSONNEL REQUIREMENTS

8.1 Staff Requirements

The Consultant shall provide appropriate and qualified staff required for the performance of the duties described above.

The profiles of the key staff to be provided by the Consultant for this assignment are as follows:

Key Staff 1: Project Team Leader

Qualifications and skills

Must possess University Degree BSc (Surveying) or equivalent, be a Full Member of the relevant chapter of the Institution of Surveyors of Kenya and have a valid Practising License from the Land Surveyors Board or equivalent

General professional experience

A minimum of 10 years practical post-qualification experience

Specific professional experience

Must have extensive broad experience in Cadastral Survey, Engineering surveys, GIS and contract administration and more specifically have recent service as a Team Leader/Project Manager on at least three (3No) projects of comparable nature.

Key Staff 2: Senior Land Surveyor

Qualifications and Skills

Must possess University Degree BSc (Surveying) or equivalent and be a Full Member of the relevant chapter of the Institution of Surveyors of Kenya, or equivalent.

General professional experience

A minimum of 7 years practical post-qualification experience

Specific professional experience

At least 5 years of recent experience in engineering and cadastral surveys.

Key Staff 3: 2 No Land Surveyors

Qualifications and Skills

Must possess University Degree BSc (Surveying) or equivalent and be at least graduate members of the Institution of Surveyors of Kenya, or equivalent.

General professional experience

A minimum of 5 years practical post-qualification experience

Specific professional experience

At least 3 years of recent experience in engineering and cadastral surveys.

Key Staff 4: GIS/CAD Expert

Qualifications and skills

Must possess University Degree BSc (GIS) or equivalent.

General professional experience

A minimum of 5 years practical post-qualification experience

Specific professional experience

At least 3 years of experience in GIS/CAD-related projects. Practical experience with ArcGIS and AutoCAD software is a requirement.

8.2 Staff Training

The Consultant shall offer training to two (2) No Survey staff to be proposed by the client during the Contract period.

9.0 WORK SCHEDULE

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

8.0 PAYMENTS

Certification of work done and payments to be done shall be carried out as per the Special conditions of contract

SECTION F: STANDARD FORMS OF CONTRACT

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

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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

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

WHEREAS

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

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

The General Conditions of Contract;

The Special Conditions of Contract;

The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

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

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

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

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

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

[full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

1. GENERAL PROVISIONS

1.1 Definitions

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

- (i) “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;
- (ii) “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;
- (iii) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (iv) “Foreign Currency” means any currency other than the Kenya Shilling;
- (v) “GC” means these General Conditions of Contract;
- (vi) “Government” means the Government of the Republic of Kenya;
- (vii) “Local Currency” means the Kenya Shilling;
- (viii) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (ix) “Party” means the Client or the Consultant, as the case

may be and “Parties” means both of them;

- (x) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (xi) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (xii) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (xiii) “Sub-consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation and the the Contract relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorised Representative** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub-consultant [s] and their personnel shall pay

such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Commencement of Services The Consultant shall begin carrying out the services fourteen (14) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

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

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

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

For the purpose of this clause;

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

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

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

- i. The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the

discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub-consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- ii. For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub-consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- iii. Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

The Consultant, his sub-consultant [s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the

Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- a) entering into a subcontract for the performance of any part of the Services,
 - b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

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

approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement, a person of equivalent or better qualifications. The Consultant shall then seek approval of such replacement from the Engineer.
- (b) If the Client finds that any of the Personnel have:-
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- (d) The Consultant shall guarantee the availability of the proposed key staff during the first half of the contract period, and shall not replace more than two of his key personnel during the entire duration of the Contract. In the event that this occurs, the Client reserves the right to revoke the contract and claim for damages.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the

amounts referred to in Clause 6.2 (a) or (b), as the case may be.

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

6. PAYMENTS TO THE CONSULTANT

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

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

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

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the "Special Conditions of Contract".

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

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

7.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is: Director (Highway Planning & Design) for the Client and The Team Leader for the Consultant.
1.4	<p>The addresses are:</p> <p>Client:</p> <p style="padding-left: 40px;">The Director General, Kenya National Highways Authority, Blue Shield Towers, Upper Hill, 9th Floor, P. O. Box 49712, <u>NAIROBI, KENYA</u> Tel: +254 20 8013842</p> <p style="padding-left: 40px;">Attention: Director (Highway Planning & Design)</p> <p>Consultant:</p> <p>_____</p> <p>Attention: _____</p> <p>Telephone; _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representative is:</p> <p>For the Client: Director (Highway Planning & Design)</p> <p>For the Consultant: _____</p>
2.1	<p>This contract shall come into effect as soon as it is signed by all parties.</p>
2.2	<p>The date for the commencement of Services shall be communicated by the Director (Highway Planning & Design)</p>

- 2.3 The period shall be **Fifteen (15)** consecutive months after commencement or such other period as the Parties may agree in writing.
- 3.1 Notwithstanding Clause 3.1 of the GC:-
- i) The consultant shall be held responsible for the accuracy of the data submitted by him in relation to the contract.
- 3.4 The risks and coverage shall be:
- i. Professional Liability: **Full amount of this Contract**
- ii. Loss of or damage to equipment and property: **KShs 5,000,000**
- iii. Third party Liability: **KShs 5,000,000**
- iv. Employers Liability and Workers Compensation: **KShs 5,000,000**
- 4.1 All the proposed/approved key staff must be present during presentation of reports (including site inspections) to the client.**
- 5.1 The consultant shall not use these documents for purposes unrelated to this contract without the written prior approval of the Client.**
- 6.1 Payment Schedule**
- 6.2(a) The amount in foreign currency or currencies: **Nil**
- 6.2(b) The amount in local Currency is_____ *[Insert amount]*

Payments shall be based on the completion of the following activities as evidenced by the submission by the Consultant and acceptance by KeNHA of the required deliverables for the processes at the end of the following phases:

The payment schedule

1st Payment: 20% of Contract Price Advance Payment to be made against a Bank Guarantee for the same amount

2nd Payment 30% of Contract Price upon submission and client approval of a Preliminary Survey Project Report

3rd Payment; 20% of Contract Price upon submission and client approval of Draft Final Survey project

4th Payment: 30% of Contract Price upon submission and client approval of Final Survey project Report and provision of a certificate of satisfaction by an inspection committee that the Consultant has fulfilled contractual obligation.

The advance bank payment guarantee should be in **Kenya Shillings**

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the receipt of an advance bank payment guarantee by the Client.

The bank guarantee will be released when 50% of the contract price has been paid out to the Consultant.

6.2(c) Payments in Kenya Shillings shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

Swift code: _____

7.2 Price to be quoted should include travel, accommodation costs, food expenses and all local, national and international taxes and levies.

During the contract implementation, the consultant shall pay taxes in full and on time and that failure to do so will entitle KeNHA to suspend payment on the services delivered by the consultant.

The consultant should factor any other relevant cost since no price variation will be allowed during the implementation period.

7.3 Payments will be made within **90 (ninety)** days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.

7.4 The Consultancy services rendered by the Consultant shall be carried out to the satisfaction of an inspection and acceptance committee following which a contract completion certificate shall be issued and final payment made under clause 6.2 (b) of the Special Conditions. An inspection and acceptance committee shall be constituted after the Consultant has submitted final reports.

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board..... day of 20.....

SIGNED
Board Secretary

IV. LIST OF APPENDICES

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