



Kenya National Highways Authority

Quality Highways, Better Connections

TENDER FOR

**CONSULTANCY SERVICES FOR PRE – FEASIBILITY AND APPRAISAL STUDY
ON IDENTIFIED NATIONAL TRUNK ROADS**

TENDER NO. KeNHA/2320/2020

TENDER DOCUMENT

JUNE 2020

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS AUTHORITY
P.O. BOX 49712 –00100
NAIROBI**

**DIRECTOR (POLICY STRATEGY & COMPLIANCE)
KENYA NATIONAL HIGHWAYS AUTHORITY
P.O. BOX 49712 –00100
NAIROBI**

INTRODUCTION

Kenya National Highways Authority hereinafter referred to as KeNHA, intends to engage the services of a **consultant**, who will be expected to provide **CONSULTANCY SERVICES FOR PRE – FEASIBILITY AND APPRAISAL STUDY ON IDENTIFIED NATIONAL TRUNK ROADS**

Note: The bidder is expected to repond within the date and time stipulated in the letter of invitation hours from time of call. Other forms are Fax, Email and/or in person

SECTION I - LETTER OF INVITATION

TO:

Dear Sir/Madam,

TENDER NUMBER: KeNHA/2320/2020

CONSULTANCY SERVICES FOR PRE – FEASIBILITY AND APPRAISAL STUDY ON IDENTIFIED NATIONAL TRUNK ROADS

The Kenya National High Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the Management, Development, Rehabilitation and Maintenance of National Trunk Roads. The Authority invites bids from eligible firms/consultants for the

Consultancy Services for Pre – Feasibility and Appraisal Study on Identified National Trunk Roads

Details of the scope of services are included in the Request for Proposal documents.

The following are mandatory requirements that must be submitted together with the proposal:

1. Copy of Certificate of Incorporation/Certificate of Registration.
2. Copy of recent CR 12 form (Issued within the last 12 months from the Tender Opening Date)
3. Copy of current tax compliance certificate (to be verified with KRA TCC Checker)
4. Duly filled and signed Form of Tender
5. Duly filled confidential Business Questionnaire
6. Tender validity of 120 days from date of the tender opening
7. Curriculum Vitae (CV) of the proposed key staff duly signed by the proposed individual not earlier than the date of the invitation to tender.
8. Copies of certificates & testimonials of the proposed key staff.
9. Letters of availability for the assignment duly signed by the proposed key staff
10. Copies of Letters of client satisfaction on previous and current assignments.
11. All pages of the tender document MUST be sequentially serialised.

NOTE: Certificates/Licenses may be verified from or with the Issuing Authorities or Agencies

Procurement shall be based on the Quality and Cost Based Selection Method and the above details will be submitted with the proposal.

Interested firms may inspect the request for proposal documents from the Supply Chain Management office, Kenya National Highways Authority Headquarters, Barabara Plaza, Jommo Kenyatta International Airport, Mazao Road, Block C 2nd Floor, during normal working hours. Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **One Thousand Kenya shillings (Kshs. 1,000)** in form of banker's cheque payable to Kenya National Highways Authority. Alternatively, tender documents may be obtained free of charge by downloading from KeNHA website: www.kenha.co.ke or Kenya Supplier Portal: supplier.treasury.go.ke.

The proposals shall be enclosed in a plain sealed envelope clearly marked with the tender number and tender name and deposited in the tender box situated **at KeNHA Headquarters, Barabara Plaza, Jomo Kenyatta International Airport JKIA, Block C, Second (2nd) Floor** or be addressed to:-

**Deputy Director – Supply Chain Management,
Kenya National Highways Authority,
Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block C 2nd Floor,
P. O. Box 49712-00100,
NAIROBI, KENYA**

So as to be received on or before **Thursday 6th August 2020 at 11:00 am**

Opening of the proposals will take place immediately thereafter at the **KeNHA Board Room, Block C, 2nd Floor, Barabara Plaza** in the presence of firm's/consultant's representatives who choose to attend.

Certificates/Licenses may be verified from or with the Issuing Authorities or Agencies.

All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke for any tender addendums or Clarifications that may arise before submission date.

**Deputy Director – Supply Chain Management
FOR: DIRECTOR GENERAL**

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “TTC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “TTC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 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 the Appendix “TTC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “TTC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 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.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “TTC”. 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.
- 2.2.2 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.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 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.

2.3.3 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 consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. 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 has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, 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.

2.3.4 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 specialty, 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, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 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.
- 2.4.5 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 shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 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.
- 2.5.3 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 the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 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 department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

- 2.6.1 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 the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 **Evaluation of Technical Proposal**

- 2.7.1 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 indicated in the Appendix to Information to Consultants.

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

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 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.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. 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.
- 2.8.3 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.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "TTC", be as follows:-
$$Sf = 100 \times \frac{Fm}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=80%; P = 20%; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “TTC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 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 actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. 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.
- 2.9.5 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.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 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.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 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.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 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.

2.11 Confidentiality

- 2.11.1 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.

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards 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.
- 2.12.2 The procuring entity 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.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.13 Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.

- (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
- (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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 and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **Kenya National Highways Authority**

2.1.1 The method of selection is: **Quality and Cost Based Selections**

2.1.2 Technical and Financial Proposals are requested: **Yes**

2.1.3 The name, objectives, and description of the assignment are: **Consultancy Services for Pre – Feasibility and Appraisal Study on Identified National Trunk Roads**

2.1.4 A pre-proposal conference will be held: **NO**

The name(s), address (es) and telephone numbers of the Client's official(s) are:

Director – Policy Strategy and Compliance
Kenya National Highways Authority,
Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block C 4th Floor
P.O. Box 49712 – 00100
NAIROBI: Tel: +254 020 2989000

2.1.5 The Client will provide the following inputs:

- The Client will arrange access to all relevant documentation and write introductory letters to facilitate the Consultant to meet with all relevant bodies and individuals.
- The Client will facilitate access for the Consultant to the road network information as the need arises.

2.1.6 The estimated number of professional staff months required for the assignment is; **35 Man weeks** whose minimum required professional experience is: **As detailed in the Terms of Reference Section.**

2.1.7 Consultants must submit an **original** and **one additional copy** of each proposal.

2.1.8 The proposal submission address is:

The Deputy Director and Head of Supply Chain Management
Kenya National Highways Authority (KeNHA)
Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block C 2nd Floor
P.O. Box 49712-00100, Nairobi.
Tel. 020-8013842, 020-8009887

Email: dg@kenha.co.ke

Information on the outer envelope should also include: **Tender Number and the Assignment Details**

2.1.9 Proposals must be submitted no later than the following date and time:
Thursday 6st August 2020 at 11:00 am

2.1.10 The address to send information to the Client is:

***Director – Policy Strategy and Compliance
Kenya National Highways Authority
Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block C 4th Floor
P.O. Box 49712 – 00100
NAIROBI: Tel: +254 020 2989000***

2.1.11 The minimum technical score required to pass *to the financial evaluation is 75%*

2.1.12 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

Technical = (0.80)

Financial = (0.20)

2.1.13 The assignment is expected to commence on 1st September 2020

Mandatory Requirement for participating Consulting Firms

- Copy of Certificate of Incorporation/Certificate of Registration.
- Copy of recent CR 12 form (Issued within the last 12 months from the Tender Opening Date).
- Copy of current tax compliance certificate (to be verified with KRA TCC Checker).
- Duly filled and signed Form of Tender.
- Duly filled confidential Business Questionnaire.
- Tender validity of 120 days from date of the tender opening.
- Curriculum Vitae (CV) of the proposed key staff duly signed by the proposed individual not earlier than the date of invitation to tender.
- Copies of certificates & testimonials of the proposed key staff.
- Letters of availability for the assignment duly signed by the proposed key staff.
- Copies of Letters of client satisfaction on previous and current assignments.
- All pages of the tender document MUST be sequentially serialized.

6 **Preparation of Proposal**

The Consultant's proposal shall be written in plain English language.

a) Technical Proposal

In preparing the Technical Proposal, consultants are expected to examine the Terms of Reference documents in detail. Material deficiencies in providing the information requested may result in rejection of a proposal. While preparing the Technical Proposal, consultants must give particular attention to the following: -

- If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant (s) and / or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not

associate with the other consultants participating in a bid for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- Proposed professional staff must have as minimum qualifications, have the experience indicated on the Terms of Reference and preferably working under conditions similar to those prevailing in Kenya.

The Technical Proposal shall provide the following information:

- 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 indicates inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the client.
- A description of the methodology and work plan for performing the assignment
- The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- Estimates of the total staff input (professional and support staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- The Technical Proposal shall NOT include any financial information.

b) Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account that it lists all costs associated with the assignment including: -

- Remuneration for staff (in the field and at headquarters) and;
- Reimbursable expenses where applicable such as subsistence (per diem, accommodation), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and training, if it is a major component of the assignment. These costs should be broken down by activity.
- Consultants shall express the price of their services in Kenya Shillings.
- The price shall be inclusive of all taxes.
- The Proposal must remain valid for 90 days after the submission date.

c) Submission, Receipt and opening of Proposals

- I. The Technical Proposal and Financial Proposal 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 authorized to sign the proposals.
- II. For each proposal, the consultants shall prepare 3 copies. 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.
- III. The Original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and the copy 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 be clearly marked, ”DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE,”

- IV. The completed Technical and Financial Proposals must be delivered at the specified address on or before the submission deadlines
- V. Any Proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- VI. After the deadline for submission of Proposals, the Technical shall be opened immediately by the Tender Opening Committee.
- VII. The Financial Proposal shall remain sealed and deposited with a responsible officer at the procurement section until all submitted proposals are opened publicly.
- VIII. The Consultant firms are welcome to attend the tender opening ceremony.

d) General Guidelines for Proposal Evaluation

- I. 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.
- II. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the automatic rejection of the consultant’s proposal.
- III. Upon the initial completion of the Technical proposal’s evaluation, Consultants who will have demonstrated capability to deliver the assignment may be *invited* to make a formal presentation before the Evaluation Committee to defend their Technical Proposal.
- IV. The Financial proposal shall not be discussed during presentation.
- V. The Evaluation committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- VI. Evaluation of the Financial Proposal shall be done only for the Consultant firms that qualify after the Technical Evaluation.

e) Proposal Submission Deadline

Selection of consultants will be in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations 2020.

The Tender should be placed in sealed envelope clearly marked “**Consultancy Services for Pre – Feasibility and Appraisal Study on Identified National Trunk Roads**” must be delivered to the Tender Box at **The Kenya National Highways Authority Offices, Barabara Plaza, Jomo Kenyatta International Airport JKIA, Block C, Second (2nd) Floor** so as to be received by **Thursday 6th August 2020 at 11:00 am** or be addressed to:

The Deputy Director and Head of Supply Chain Management

Kenya National Highways Authority (KeNHA)
Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block C 4th Floor
P.O. Box 49712-00100, Nairobi.
Tel. 020-8013842, 020-8009887
Email: dg@kenha.co.ke

EVALUATION CRITERIA

(i) Preliminary Examination (Mandatory)

(ii) Technical Evaluation – 100%

(I) PRELIMINARY EXAMINATION (MANDATORY)

No.	Requirements	Yes/No
1.	Certified Copy of certificate of incorporation/Registration	Yes
2.	Copy of valid tax compliance certificate (to be verified with KRA TCC Checker)	Yes
3.	Certified Copy of CR12 Form Issued within the last 12 months from the Tender Opening Date)	Yes
4.	Duly filled and signed Form of Tender	Yes
5.	Duly filled Confidential Business Questionnaire	Yes
6.	Tender validity of Ninety days 120 days from date of the tender opening	Yes
7.	Curriculum Vitae (CV) of the proposed key staff duly signed by the proposed individual not earlier than the date of tender opening	Yes
8.	Certified Copies of academic certificates of the proposed key staff	Yes
9.	Letters of availability for the assignment duly signed by the proposed key staff	Yes
10.	Certified copies of Letters of client satisfaction on previous and current assignments	Yes
11.	Serialization of the tender documents - All pages of the tender document submitted shall be sequentially serialized	Yes

NB: All Certification of Documents shall be original and executed by a Commissioner for Oaths or Notaries Public

Only bidders who shall meet all the mandatory requirements shall proceed to technical evaluation.

(II) TECHNICAL EVALUATION

	CRITERIA	WEIGHT
1.	RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT	15 Marks
a.	Brief description of the following: <ul style="list-style-type: none"> The firm's ability to carry out assignment; including technical capabilities and resources and experience - 3 Marks Comments and suggestion on data, information and facilities to be provided by the Authority to carry out this specific assignment – 2 Marks 	5
b.	Value of Pre-feasibility and feasibility studies undertaken in the last 5 years on roads or public infrastructure projects. Provide corporate client references where the firm has conducted pre-feasibility and feasibility studies over the last 5 years from Tender Opening Date. (Provide Letters of Award, LSO or Contract Documents showing dates, amounts and client contact) 100 Million and above Contract – 10 Marks 80 >= 100 Million Contract – 8 Marks 50 >= 80 Million Contract – 6 Marks 20 >= 50 Million Contract – 4 Marks 20 Million and Below – 2 Marks	10
2.	APPROACH AND METHODOLOGY	25 Marks
a.	Understanding of and conformity to the TOR	5
b.	Appropriateness of the methodology and schedule and the completeness of the description of the same in relation to the TORs, particularly with respect to the outlined objectives <ul style="list-style-type: none"> Socio-economic assessment and alignment to development plans Traffic survey and analysis Cost Benefit Analysis Economic impact assessment Project Performance Monitoring 	15
c.	Consultant's additional suggestions and proposals on the TORs	2
d.	Equipment and physical resources by consultant to carry out assignment	3
3.	KEY PERSONNEL/CONSULTANTS AS PER THE TOR	55 Marks
a.	Project Director <ul style="list-style-type: none"> A Masters Degree in Transport Economics, Transport Planning, Economics, Statistics, Mathematics, Civil Engineering or equivalent (7 Marks) Knowledge in economic appraisal software including HDM 4 and RED. (3 Marks) Extensive broad experience in road transport sector, project appraisal, cost management, evaluation of project for at least 10 years. (1 Mark for every two Year) (5 Marks) 	15

	CRITERIA		WEIGHT
b.	Transport Economist	<ul style="list-style-type: none"> ▪ Degree in Transport Economics, Transport Planning, Economics or equivalent and be a Registered Member to a professional body. (6 Marks) ▪ Experience in road transport sector, project appraisal, cost management, evaluation of projects for at least 8 years. (1 Mark for every two Year) (4 Marks) 	10
c.	Civil Engineer	<ul style="list-style-type: none"> ▪ Degree in Civil Engineering (4 Marks) ▪ Registration with EBK and Membership to IEK or Equivalent (3 Marks) ▪ 6 years Post Qualification relevant Experience (1 Mark for two Year) (3 Marks) 	10
d.	Monitoring and Evaluation Specialist	<ul style="list-style-type: none"> ▪ Bachelors Degree in Economic, Statistics, Project Planning or equivalent (4 Marks) ▪ Registered with Evaluation Society of Kenya or equivalent (3 Marks) ▪ 6 years Post Qualification relevant Experience (1 Mark for two Year) (3 Marks) 	10
e.	Assistant Surveyor	<ul style="list-style-type: none"> ▪ BSc Degree in Survey & Photogrammetry or equivalent. (3 Marks) ▪ 4 years Post Qualification relevant Experience (1 Mark for two Year) (2 Marks) 	5
f.	Sociologist	<ul style="list-style-type: none"> ▪ BA Degree in Sociology (3 Marks) ▪ 4 years Post Qualification relevant Experience (1 Mark for two Year) (2 Marks) 	5
4	Financial Capability		5 Marks
	Provide Audited financial statements for the last 3 years which will be analyzed to check adequacy in financial resources to conduct the exercise. (Financial statements Audited by Non-Practicing Auditor who is not registered with ICPAK shall not be considered)		5
	GRAND TOTAL		100 Marks

N.B The firm (s)/consultant(s) achieving the minimum pass mark of 75 shall have its financial proposal opened in accordance with the Information to Consultants.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. 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 that you receive.

We remain,

Yours sincerely,

[*Authorized Signature*]:

[*Name and Title of Signatory*]

:

[*Name of Firm*]

:

[*Address*]:

2. 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.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
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:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. 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.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____ Cellphone _____ Email _____

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.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

9. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are weeks from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

	Reports	Date
1.	Inception Report	
2.	Preliminary Report	
3.	Draft Final Report	
4.	Final Report	

SECTION IV: - FINANCIAL PROPOSAL

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** applicable to the kind of services in Kenya.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV- FINANCIAL PROPOSAL STANDARD FORMS

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses

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	Position	Input(Staff months, days or hours as appropriate.)	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				
4.	Grand Total				_____

SECTION V: - TERMS OF REFERENCE



Kenya National Highways Authority

Quality Highways, Better Connections

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR PRE – FEASIBILITY AND APPRAISAL STUDY ON IDENTIFIED NATIONAL TRUNK ROADS

1. STUDY BACKGROUND

1.1 General

The Kenya National Highways Authority has earmarked roads for construction and detailed design studies as programmed in its FY 2018/2019 – 2022/2023 Strategic Plan. To inform prioritization of the roads for detailed design studies and construction, the Authority through the Development Vote wishes to engage the services of a Consultancy firm to undertake an economic evaluation of the proposed road investments.

1.2 Selection Criteria

The Consultant shall be chosen based on the Competency and Cost Based Selection Considerations. The selected Lead Consultant should bring together a competent group of professionals with enough and extensive experience in project appraisal in road and transport projects.

2.0 STUDY OBJECTIVES

The pre-feasibility assessments are designed to guide decision makers as to whether the project is sound on technical, economic, social and environmental perspectives. The study will be undertaken to provide the Authority with a decision criterion in view of the country needs on the viability of the project. The pre – feasibility study will provide enough information for deciding whether to proceed to detailed design study and project prioritization. It also would assess alternative ways of achieving viability and eliminating poor alternatives.

3.0 DESCRIPTION OF THE PROJECTS

The pre-feasibility studies will comprise of the below listed road projects.

Lot	Project Name	Road Id	Total Length (Km)
1.	Gilgil – Nyahururu – Rumuruti	A4	102
	Kiarutara – Gatanga – Thika	B20	66
	Buuri-Katheri-Meru-Chaaria-Mitunguu-Kathwana-Ishiara-Ena	B65	39

4.0 SCOPE OF WORK

4.1 General Scope

The overall responsibility for administrative and coordination of the study rests with the Kenya National Highways Authority. The execution of the study will be the direct responsibility of the Director, Policy, Strategy and Compliance.

In the conduct of his work, the Consultant shall cooperate fully with the Policy, Strategy and Compliance Directorate of KeNHA, Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works (MoTIHUD&PW), County and National Governments, Ministry of Finance and Planning amongst other stakeholders.

As the assignment progresses, the Consultant shall maintain close liaison with KeNHA, Director Policy, Strategy and compliance and shall submit for approval outputs according to the work programme, each stage of the exercise shall be approved independently to guarantee progress to the next level.

The study will be expected to at least undertake the following towards the achievement of the project objectives:

- a. Undertake poverty and social assessment of the project area including public consultation, gender assessment and social action plan.
- b. Undertake traffic surveys to determine current levels, possible generated traffic and estimated traffic growth rate given the proposed intervention.
- c. Undertake travel surveys and analyses including review of existing traffic studies on roads with similar characteristics.
- d. Estimation of costs for the “without” and “with” project. Costs included estimates for design, supervision consultancy services, right of way, social and environmental impacts and mitigation costs, resettlement costs, construction and future maintenance costs.
- e. Map the project road alignment and provide preliminary survey information and land use.
- f. Map stakeholder’s needs and the approach in engaging them towards the project implementation.
- g. Utilize roads economic decision models including HDM – 4, Roads Economic Decision (RED), Multi Criteria Analysis (MCA) in the study.
- h. Assess and clearly quantify the life cycle cost and benefits of the “without” and “with project” case.
- i. Present investment choice using decision criteria such as Net Present Value (NPV), Internal Rate of Return (IRR) and Net present value/cost (NPV/C) ratio.
- j. Undertake risk analysis for the investment options.
- k. Produce proper sensitivity, switching values, user impacts, and distribution of benefits analyses
- l. Perform budget constraint optimization

- m. Propose suitable means of funding the project (Government Exchequer, Development partner, PPP or others)
- n. Enumerate non-quantifiable social benefits and other effects of the proposed intervention.
- o. Identify impact, outcome, output and input indicators and develop a comprehensive Logical Framework that will be utilized for project performance monitoring during implementation and post completion period.
- p. Document lessons learned during the study and how such can be utilized to improve future prefeasibility studies.

4.2 Specific Scope

The Consultant shall perform all assignments as detailed in these Terms of Reference including but not limited to Economic feasibility studies, technical studies, field visits and related services. The Consultant shall provide the necessary support services related to the completion of the assignment. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.

The Consultant shall be responsible for the analysis and interpretation of all data received, the conclusions and documentation of the recommendations in his report. The study report will specifically present.

a. Economic Outlook of Kenya and the Project Influence County

The consultant shall present social and economic profile of the country and the county, where possible providing trends over the previous and or future 5 No. of years. The profile should predict Key economic features, demographic data, recent economic developments, political developments, social developments, development challenges, development strategy, economic growth rates and Relevant Sector Performance.

To supplement available information through secondary research methods, the consultant shall be expected to undertake social surveys to gather or validate information various socio-economic aspects including: local production and consumption patterns, the provision of social services (particularly health and education), road safety, and the expectations about the impact of road improvements on populace along the project area of influence.

b. Appraisal Framework

The consultant based on the project objective shall pick appropriate appraisal framework and tool for analysis, this to be demonstrated in the assignment methodology. The appraisal framework should enable for estimation of costs and benefits of the road improvement, vehicle speed flow types, basic and economic fleet characteristics, vehicle operating costs. In addition, the consultant shall select appropriate performance indicators or decision criteria for the project base values.

c. Traffic Survey and Analysis

Traffic and traffic development plays an important role in road investment appraisal. The consultant shall carry out traffic assessment to establish current traffic levels, composition and estimates future traffic volumes. The assessment shall give the base year traffic which all further traffic estimates will be derived. To arrive at reliable figures, the consultant to consider the three important categories of traffic (normal, generated and diverted) as benefits differ for each of these categories so correct attribution is important.

The consultant shall also undertake an origin – destination (O – D Survey) to establish the travel patterns and travel choices of the beneficiary community. The analysis should provide travel patterns and characteristics; measure trends; provide input to travel demand model development, forecasting, and planning for area-wide transportation infrastructure needs and services; and monitor progress in implementing transportation policies.

Other field investigations shall be undertaken by the Consultant as required. Traffic studies will include:

- i. Existing traffic composition, occupancy and classified volume counts
- ii. Origin – destination studies
- iii. Forecasts of annual average daily traffic composed of normal, generated and diverted flows, by appropriate vehicle types
- iv. Axle load surveys

Traffic surveys, including axle load survey, shall be done for one week duration comprising day counts with at least two night counts (1 on a week day and 1 on a weekend) and each traffic direction recorded separately. Where considered appropriate the Consultant shall divide the road into sections, and conduct the relevant traffic analyses and studies accordingly. Detailed proposals for the traffic surveys shall be submitted beforehand for approval by the Director (Highway Planning and Design).

Traffic surveys shall generally be carried out following the guidelines and recommendations of the TRL Overseas Road Note 40: *A guide to axle load surveys and traffic counts for determining traffic loading on pavements*, TRL Ltd, Crowthorne, Berkshire, UK 2004 and as highlighted below.

- i. The vehicles will be counted for at least 16 hours per day and at least one 24-hour count on a weekday and another one 24-hour count on a weekend.

- ii. Traffic Counts for less than 24 hours will be grossed up to 24 hour values in the same proportion as the 24-hour/16-hour traffic split on those days when full 24-hour counts were taken.
- iii. Axle load surveys will be carried out for seven consecutive days of at least 12 hours per day and more preferably 16 hours per day. Surveys containing less than seven days will NOT be accepted. Short periods of unusual traffic flow such as public holidays should also be avoided.
- iv. Axle load surveys will include vehicles in both directions and should be clear as to whether wheel loads or axle loads have been recorded in the raw data form (as the formula for calculating the E.F is based on the axle load which is assumed to be twice the wheel load). Empty or partially loaded vehicles should be stopped, recorded and weighed.
- v. Roadside interviews will be conducted for a minimum of three days in each of the stations identified.

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

- i. Population growth and changes in rural urban population distribution;
- ii. National and regional economic growth;
- iii. Development of agriculture, industry, commerce and tourism within the project area;
- iv. Development of social services facilities and schools;
- v. Other factors identified by the Consultant.

Based on the analysis, the Consultant shall make:

- i. Detailed annual traffic forecasts for a period of ten years after the completion of the road; and
- ii. More general projections of future traffic for the following 10 years.

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

In developing the final traffic forecasts, the Consultant shall give particular attention to the future mix of vehicles in the traffic population. Due attention should therefore be given to changes in vehicle sizes and types that will arise when improvements are made in the conditions of the road. Consultants should collect accident data for the entire length of the project road from police stations. The consultants should analyse the data and identify locations prone to accidents and recommend mitigation measures.

d. Social Surveys

Upon the approval of the methodology and work plan (to be presented in the Inception Report), the Consultant will proceed to conduct the field work as follows:

- (i.) Establish sample survey and control areas in consultation with relevant stakeholders;
- (ii.) Pre-test and refine the developed survey instruments (such as questionnaires);
- (iii.) Train enumerators and other personnel involved in the survey process, on the methods and procedures of data collection and analysis prescribed in the approved methodology;
- (iv.) Conduct the baseline survey collecting as much as possible readily available data and with carefully structured field surveys.

The consultant in consultation with the client shall be expected to undertake extensive surveys while inputs from all key informants will be documented. The surveys should cover the road condition, household surveys, socio-economic status and upcoming developments likely to impact the road among other areas.

e. Cost Estimates

The Consultant shall develop cost stream estimates applicable to the proposed time of construction derived from the recent cost estimates for development and maintenance of similar roads, reference will also be made to the cost estimates as provided in the current Road Sector Investment Plan.

In order to assist in evaluating the required construction period and forward budget needs, the Consultant shall prepare a construction schedule for the proposed construction contract showing the anticipated annual expenditure. Due account shall be taken of the climatic and other conditions of the area which may have an influence on the construction schedule. The estimates for the right-of-way acquisition shall be made on the basis of the unit prices to be furnished by the Commissioner of Lands for each type of land and property utilization.

f. Rationale and Recommendation

The consultant is expected to clearly enumerate the objective and specific goals of the proposed intervention, this must be in line with the Authority's Strategic Plan and the Government's development Agenda. A summary of information that will enable the Authority to prioritize projects for development should also be provided.

g. M&E Framework

The consultant shall be expected to outline a Monitoring and Evaluation (M&E) framework that will be used after completion of the implementation phase. This is intended to establish the extent to which a Project meets its objectives, which will likely include supporting economic and social development. M&E will be expected to concentrate on the measurement of direct outcomes that are known to have immediate economic benefits that can be attributed to the road improvements.

The consultant in consultation with the clients will document suitable Key Performance Indicators (KPI) that can be utilized to summarize the performance of the project including but not limited to the following; average annual traffic growth, average change in IRI , average speeds, accident rates (casualties per veh-km) and annual savings in VOC on project roads.

The framework shall include a project logical framework with indicators and baseline data. The consultant will provide guidance on timing of subsequent surveys that the client is expected to undertake before, during and after project implementation for successful project evaluation.

5.0 REPORT AND TIME SCHEDULE

5.1 Commencement

The Consultant shall commence the study as specified in Clause 7.2 of Appendix “A” and clause 2.2 of the conditions of contract.

5.2 Reports

The Consultant shall prepare and submit to the Director (Policy, Strategy and Compliance) the following reports. All reports shall be in English and prepared on A4 metric size paper and be submitted together with soft copies on e-mail and CDROM. The report should be in line with the ICBTRS Project Appraisal Guidelines for Road and Transport Projects as well as the Feasibility Study Scope Document. The format and content of each report should be agreed and/or cleared by the Client. For each report submitted, an electronic copy will be provided. Electronic copies will be in the format used in their preparation with all links, formulas and fields active. For all reports an Executive Summary will be included.

a. Inception Report

The report shall be submitted within One (1) month of commencement of the study. This shall summarize initial findings on the interpretation of the ToR and give proposals covering methodologies of the preliminary studies and the detailed work plan for the contract of the appraisal. The consultant shall submit a soft copy of the report and 5 No. hard copies.

Formal comments are to be provided to the consultants within One (1) week from receipt of the report.

b. Preliminary Report

The preliminary report shall be submitted within three (4) months from the commencement of the study. The Consultant shall be required to prepare and submit the Preliminary study report based on the study as agreed during the inception stage. At minimum, the report should include outputs of the traffic survey, social surveys and HDM-4 appraisal. In addition, the report should provide a log frame updated with baseline data against the agreed upon impact indicators for road investment with the client.

Formal comments are to be provided to the consultants within One (1) week from receipt of the report.

c. Draft Final Report

The draft final report shall be submitted within four (5) months from the commencement of the study. This shall incorporate all revisions deemed necessary arising from comments received from the Director (Policy, Strategy and Compliance), following discussions and agreement between him and the Consultant from time to time. It shall include a concise executive summary in which the pre – feasibility study findings are presented. The consultant shall submit 5 No. hard copies and a soft copy of the report accompanied with files (HDM – 4 or RED models) in executable format.

Formal comments are to be provided to the consultants within One (1) week from receipt of the report.

d. Final Report

The draft final report shall be submitted within five (6) months from the commencement of the study. This shall summarize the findings, analyses, results and recommendations of the detailed feasibility study, and shall contain all supporting material. The consultant shall submit 10 No. hard copies and a soft copy of the report accompanied with files (HDM – 4 or RED models) in executable format. The report shall include but not limited to the following:

- i. Identification of likely economic, social and environmental impacts of the project
- ii. Environmental and Social safeguard initiatives that will be necessary in effective delivery of the project
- iii. Financial and Economic Viability of the Project Concept
- iv. Financing options including possible arrangements for private sector participation
- v. Resources required to complete the project preparation process

The final report will incorporate the Client’s comments, cover and comprise all components of the TOR.

6.0 OBLIGATION OF KENYA NATIONAL HIGHWAYS AUTHORITY

6.1 Documents and Reports

Kenya National Highways Authority (KeNHA) shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of software, workspace, models, maps, manuals and other documents required for effective delivery of the study and archive the records used for the exercise for a period not less than five years before destroying or disposing.

6.2 Liaison

Kenya National Highways Authority (KeNHA) shall provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and information from these agencies, including paying for it where necessary and the interaction will be directly linked to the purpose of the assignment.

6.3 Taxes and Duties

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

6.4 Code of Conduct

The Consultant is expected at all time to behave accordingly and conduct himself in professional manner. The Consultant should not misrepresent the authority in any manner direct or indirect to the exercise, any liability arising from such will be bearable solely by the Consultant.

7.0 DURATION OF THE ASSIGNMENT

The total duration of the Contract should not exceed six (6) calendar months. The duration of the Services is to extend from the date of commencement of the service stipulated in the Special Conditions of Contract for a period of approximately six (6) months.

The **time period for delivery of the services shall be six (6) Months** or such other period as the parties may agree in writing.

8.0 REQUIREMENTS

8.1 Staff

The Consultant shall provide the following staff required for the performance of the duties described above. The profiles of the key experts to be provided by the Consultant for this assignment are as follows:

Key Personnel 1: Project Director

(i) *Qualifications and skills*

Must possess a Masters Degree in Transport Economics, Transport Planning, Economics, Statistics, Mathematics, Civil Engineering or equivalent and be a Registered Member to a professional body.

(ii) *General professional experience*

A minimum of 12 years practical post-qualification experience

(iii) *Specific professional experience*

Must have extensive broad experience in road transport sector, project appraisal, cost management, evaluation of project for at least 10 years.

Key Personnel 2: Transport Economist

(i) *Qualifications and skills*

Must possess University Degree in Transport Economics, Transport Planning, Economics or equivalent and be a Registered Member to a professional body.

(ii) *General professional experience*

A minimum of 8 years practical post-qualification experience

(iii) *Specific professional experience*

Must have extensive broad experience in road transport sector, project appraisal, cost management, evaluation of project for at least 8 years.

Key Personnel 3: Civil Engineer

(i) *Qualifications and skills*

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya or equivalent

(ii) *General professional experience*

A minimum of 7 years practical post-qualification experience in road projects

(iii) *Specific professional experience*

Must have 6 years relevant experience in cost estimates in road construction Contracts. Experience with analytical pavement evaluation methods is mandatory. Previous experience on road projects in East Africa will be an advantage.

Key Personnel 4: Monitoring and Evaluation Specialist

(iv) *Qualifications and skills*

Must possess Bachelors Degree in Economic, Statistics, Project Planning or equivalent and be registered with Evaluation Society of Kenya or equivalent

(v) *General professional experience*

A minimum of 7 years practical post-qualification experience in project monitoring and evaluation of infrastructure projects preferably road projects

(vi) *Specific professional experience*

Must have 7 years relevant experience in Project Monitoring and evaluation, Experience in Logical Framework development, impact, outcome, output and input indicator identification is mandatory. Previous experience on road projects in East Africa will be an advantage.

Key Personnel 5: Asst. Surveyor

(i) *Qualifications and skills*

Must possess University Degree of BSc (Survey & Photogrammetry) or equivalent.

(ii) *General professional experience*

A minimum of 3 years practical post-qualification experience in road projects.

Key Personnel 6: Sociologist

(i) Qualifications and skills

Must possess a Degree in Sociology.

(ii) General professional experience

Must have 4 years Post Qualification relevant Experience.

9.0 STAFF CAPACITY BUILDING

The Consultant shall engage and train at least five (5) graduate Transport economists and two (2) Monitoring and Evaluation Officers as advised by KeNHA during the whole Contract period. To this extent the consultant will be expected to propose and implement a hands on capacity building programme for the staff to empower them to undertake pre – feasibility studies and ex-post evaluation of road projects.

10.0 INSPECTION AND ACCEPTANCE

The Consultant shall be required to share field work timelines earlier to KENHA and include cost for field visit of the consultant’s key staff and KeNHA Project staff to monitor the project.

2.0 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

SECTION VI:

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

CONTENTS

Special notes on Contract for Consultant's Services

I Form of Contract

II General Conditions of Contract

III Special Conditions of Contract

IV Appendices

Appendix A – Description of the Services

Appendix B – Reporting Requirements

Appendix C – Key Personnel and Sub consultant

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

Special Notes

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 linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

I. FORM OF CONTRACT

This Agreement (hereinafter called the "Contract") is made 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

- (a) 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");
- (b) the Consultant, having presented 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:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, 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:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) 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

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “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;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the 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 Authorized Representatives** 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 thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or 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 judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing 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:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) 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.

1.2 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 Subconsultant 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 Subconsultant[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 Subconsultant[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 subconsultant[s] to take out and maintain, at his (or the subconsultants', 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 Subconsultant").

3.6 Reporting Obligations

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

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason

Replacement Of Personnel beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

1.1 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, Subconsultant 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 SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 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 thirty (30) 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 Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1(i) The Member in Charge is: **Assistant Director Economic Planning**

1.4 The addresses are:

Client: **Director General**

Kenya National Highways Authority

Attention: **Director – Policy Strategy and Compliance**

Kenya National Highways Authority

Telephone: +254 020 2989000

Email: j.gatitu@kenha.co.ke/ r.odhiambo@kenha.co.ke

Website: www.kenha.co.ke

Consultant:

Attention: _____

Telephone; _____

Email: _____

Website: _____

1.6 The Authorized Representatives are:

For the Client: **Assistant Director Economic Planning**

For the Consultant:

2.1 The date on which this Contract shall come into effect is: ***Upon Contract Signature.***

2.2 The date for the commencement of Services is ***7 days upon issuance of Order to Commence***

2.3 The period shall be **35 Weeks.**

3.4 The risks and coverage shall be:

(i) Professional Liability: **Full amount of this contract (to be provided by the winning bidder)**

(ii) Loss of or damage to equipment and property _____

6.2(a) the amount in foreign currency or currencies is - **N/A.**

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

6.4 Payments shall be made according to the following schedule:

- Twenty (20) percent of the lump-sum amount shall be paid upon submission of the **Inception report** and its acceptance by the Client.
- Thirty (30) percent of the lump-sum amount shall be paid upon submission and acceptance of **Preliminary pre – feasibility report** by the Client.

- Twenty (20) percent of the lump-sum amount shall be paid upon submission and approval by the client of the **Draft final report**.
- Thirty (30) percent of the lump-sum amount shall be paid upon submission and approval by the client of the **Final report** and HDM – 4 object files.

- 6.5 Reimbursables are to be billed and included in the next fee note with supporting documentary evidence/receipts that must be in original.
- 6.6 Payment will be made within Ninety (90) days of receipt of invoice and the relevant documents.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.