



**Kenya National Highways Authority**

*Quality Highways, Better Connections*

**TERMS OF REFERENCE**

**CONSULTANCY SERVICES FOR FEASIBILITY, DETAILED ENGINEERING DESIGN STUDIES, CONSTRUCTION SUPERVISION OF ONE STOP BORDER POSTS (OSBP'S) & KRA STAFF ACCOMMODATION UNITS AT RHAMU AND MANDERA**



**NOVEMBER 2023**

## Table of Contents

1. BACKGROUND .....	2
2. OBJECTIVE OF THE ASSIGNMENT.....	3
2.1. Overall objective.....	3
3. SCOPE OF SERVICES .....	3
3.1. General Requirements .....	3
3.2. Phasing of Services.....	5
3.3. Detailed scope - Phase I (Design Services and Tender Documentation) .....	5
3.4. Phase II (Construction Supervision, Project Management Advisory and Close Out) 11	
3.5. Environmental, Social, Health, Labor and Safety Risks Mitigation .....	13
4. KEY STAFF REQUIREMENT AND QUALIFICATIONS.....	16
4.1. Key Staff estimated Inputs .....	19
5. REPORTING DELIVERABLES AND TIME SCHEDULE.....	22
5.1. Phase I Reporting Requirements .....	22
5.2. Phase II Reporting Requirements .....	24
5.3. Reporting Schedule.....	27
5.4. Cost of Production .....	29
5.5. Return of Documents, Soft Copies and Software to the Client.....	29
5.6. Lateness in Reporting .....	29
6. DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT .....	30
7. TRAINING .....	31
8. OVERSIGHT RESPONSIBILITY AND REPORTING.....	31

## **1. BACKGROUND**

The Government of the Republic of Kenya (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of a “credit” (hereinafter called “Credit”) toward the cost of the Horn of Africa Gateway Development Project and intends to apply part of the proceeds towards Regional Trade facilitation through Construction of the One Stop Border Post’s (OSBP) building complexes and KRA Staff Accommodation Units at Rhamu and Mandera within Mandera County. The Construction of OSBP’s at Rhamu (the border crossing point with partner state of Ethiopia) and Mandera (the border crossing point with partner state of Somalia) will help to reduce delays in cross border cargo clearance, movement of passengers by removing the non-tariff barriers hampering accelerated regional integration. The establishment of One Stop Border Posts is expected not only to spur growth in import and export trade but also provide an opportunity for legitimate trade and revenue collection.

Rhamu is a border town on the banks of Dawa River between Kenya and Ethiopia. Currently there exists no infrastructure facilities at Rhamu with possible crossings at Malka Ladeni, Engos, Daba der and Dariqa. Mandera Border Station is an existing gazetted border crossing. The station has old, dilapidated structures currently being used by a few border agencies namely the National Police Service, the Kenya Revenue Authority, the State Department of Immigration and the Kenya Bureau of Standards.

Initial relevant studies at Rhamu and Mandera OSBP’s will be on, but not limited to desk top reviews of the East African Community One Stop Border Posts ACT 2013 and applying lessons learnt from operationalization of common border posts in the EAC schedule designated as OSBP’s. Currently, Kenya and the East African region have a dearth of knowledge, experience and lessons learned in the development and operationalization of OSBP’s including those financed by the Bank.

Kenya National Highways Authority, an implementing agency of the project, seeks a Consultant to undertake feasibility study, preliminary designs, final detailed designs, and construction supervision of the OSBP’s and KRA Staff Accommodation Units at Rhamu and Mandera.

The assignment shall be carried out by one Consultant firm with two teams for supervision at Rhamu and Mandera respectively.

## **2. OBJECTIVE OF THE ASSIGNMENT**

### **2.1. Overall objective**

The objective of the assignment is to carry out an assessment of the technical, economic, social, and environmental feasibility of building and operationalizing OSBPs at Rhamu and Mandera and prepare all requisite detailed designs and bidding documents followed by supervision of the construction of the OSBPs plus housing units for the staff of KRA.

Specifically, it is expected that the consultant shall carry out detailed architectural, engineering, ICT and integrated border management designs to enhance coordination and collaboration between the OSBP agencies, stakeholders and the border communities and prepare the bidding documents accordingly. Once the contractor is selected, the consultant shall offer services for the supervision to completion of the construction of the OSBP's building complexes and KRA Staff Accommodation Units at Rhamu and Mandera. In addition, the consultant is expected to incorporate the existing border crossing facilities on the Kenya/Somalia side into the proposed new buildings as far as feasible.

## **3. SCOPE OF SERVICES**

### **3.1. General Requirements**

In carrying out this assignment, the Consultant shall:

- (i). conduct desktop studies including literature review of all information from border control agencies, conducting stakeholder forums, master planning, facilities assessment (Kenya/Somalia Border) and design of the OSBP's building complex on the Kenya/Ethiopia and Kenya/Somalia borders.
- (ii). assess or re-confirm the requirements and expectations of the border agencies and stakeholders led by KRA including broad concurrence of the end users and stakeholders to the proposed conceptual designs. In particular the OSBP's building layout is to include a passenger terminal, plant and animal health facilities, goods inspection shed, enforcement quarters, warehouse, ICT interconnectivity, Integration Border Management system (IBM) between the border agencies of the member states, security cameras, backup power generators, scanner, cafeteria, external works, circulatory roads, truck, car, bus, staff parking lots and landscaping.
- (iii). carry out all technical, environmental & sociological surveys/investigations necessary for subsequent studies, designs & reports and to provide the Client with information about technical and economic feasibility.
- (iv). conduct all necessary studies, formulate preliminary designs for the proposed OSBP's, KRA staff accommodation units and infrastructure and thereafter prepare detailed designs including all information and particulars necessary to set out and construct the works.
- (v). prepare all necessary procurement documents using current World Bank guidelines/standard bidding documents and to assist the Client during bid evaluation.

- (vi). perform all engineering and architectural design, supervision, monitoring and evaluation, as well as other related tasks herein described and provide all competent staff and adequate resources as required to attain the objectives given in Section 2 of the Terms of Reference. The Consultant shall perform their duties in accordance with accepted professional standards utilizing sound international engineering and economic practices.
- (vii). cooperate fully with Client's Personnel, other Government Agencies and County Governments who will provide the data and services outlined in Section 5 of the Terms of Reference. The Consultant, however shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in their reports.
- (viii). prepare for implementation of supervision activities in two teams, one each for Rhamu and Mandera County, and put in place a comprehensive, documented quality assurance framework.
- (ix). carry out the construction supervision of the Works Contract(s) in the role of the "Engineer/Project Manager" as described in the Conditions of Contract for the works contract (FIDIC).
- (x). provide and/or facilitate as necessary the assessment, monitoring and management of environmental and social impacts and compliance with the applicable laws and World Bank operational procedures/guidelines in respect of environment and social safeguards and work-related health and safety regulations.
- (xi). monitor and report on all aspects of the works contract, the supervision contract and related aspects.
- (xii). advise, assist and support the Client in contract monitoring, reporting and financial management and all other aspects relating to proper management of the contract including comprehensive record keeping, production of As-Built Drawings, and comprehensive progress photographs.
- (xiii). provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.
- (xiv). provide a highly skilled and experienced team of experts for successful accomplishment of services in each stage.
- (xv). train and support the Client's seconded staff for training as part of Continuous Professional Development (CPD) and as part of capacity building.
- (xvi). carry out all other services reasonably relating to successful execution of the construction supervision.

Supervision of the construction of the OSBP and KRA accommodation units buildings shall be upon successful completion of the design phase and a decision by the Kenya Revenue Authority to proceed with the works. Each Phase will constitute a separate contract. The Design Phase Contract shall be a Lump Sum Contract, while the Supervision Phase Contract shall be a Time-based Contract.

### **3.2. Phasing of Services**

The provision of engineering and architectural services foreseen in the context of this assignment will be carried out in two (2) Phases (I & II) comprising primarily the services in three stages namely;

#### **Phase I- Comprising Data Collection and Detailed Design (totaling 8 months).**

- a) Stage 1 – Data collection and field investigations, high level scope development through relevant stakeholder consultations and preliminary design.
- b) Stage 2 - Detailed design and preparation of tender documents. This stage shall include the Environmental and Social Impact assessment (ESIA)/ Environment and Social Management Plan (ESMP) study and submission of an Environmental Impact Assessment (EIA) report and application for a National Environment Management Authority (NEMA) License for the Project. The Client shall retain the option to end the consultancy after Phase I in the event that the Client, upon the advice of the stakeholders, does not find the designs presented by the Consultant to be appropriate for the stated requirements and needs, or for any other reason which the Client finds valid.

Phase I comprising stages 1 and 2 will be a lumpsum-based assignment.

#### **Phase II- Comprising Supervision of works, 18 (eighteen) months, Defects Notification Period, 6 (six) months and Project Closeout, 1 (one) month.**

- c) Stage 3 – Construction Supervision and Project Management Advisory Services (one supervision consultancy contract with two supervision teams- one for Rhamu and other for Mandera) to ensure the project component is completed to the required standards and budgets and within the contractual time allowed.

Phase II comprising stage 3 will be a time-based assignment.

### **3.3. Detailed scope - Phase I (Design Services and Tender Documentation)**

Details of the activities and tasks to be conducted by the Consultant in each of the stages, together with the expected results and outputs are set out below.

#### **3.3.1. Stage 1: Data collection, Concept design and Stakeholders engagement**

##### **i. Study and Review of Existing Documents**

- a) The Consultant shall study and become fully familiar with all the existing documents.
- b) The consultant will be expected to propose ICT interconnectivity and IBM standards customized from other operational OSBPs within the region and make recommendations to the Client.

## ii. Surveys and Site Investigations

- a) **Data Collection:** The Consultant shall collect and analyze all relevant information contained in this ToR and any other project related documents and proceed to ascertain the following which are relevant to the proposed OSBP and KRA staff accommodation units
- (i) Collection of and analyzing baseline data on traffic flow, border crossing times, costs associated therein, categories of goods, patterns and types of transportation;
  - (ii) Identification of extraterritorial application of laws, which allows the client to extend the application of specific national laws related to operationalization of OSBP's outside the Kenyan border in relation to new proposed Rhamu OSBP.
  - (iii) Condition assessment (Kenya/Somalia) of the border post at Mandera, of all existing physical facilities such as buildings and fixed equipment at the border crossing to determine if they can be retained and improved or demolished or replaced. The Consultant is expected to compile an assessment report with recommendations to the Client In this respect, the Consultant shall carryout a process review of the current border control practices with a view to determining the relevance of the existing infrastructure and their suitability for improvement, potential for conversion into an OSBP facility;
  - (iv) Identification and review of all existing reports and documents relevant to the establishment of OSBP;
  - (v) Major Environmental concerns;
  - (vi) Major Resettlement Concerns.
- b) **Stakeholder and End-User Survey:** The Consultant shall identify and ascertain the key stakeholders' requirements (space, facilities and services) and prepare a stakeholder needs assessment plan for each OSBP. The main stakeholders in the project include but are not limited to; the Border control agencies led by KRA, relevant National Government Ministries, Departments & Agencies, including informal cross border traders (ICBTs), local vendors/traders, County Governments on management and ownership of identified land for the facilities.
- c) **Concept design:** The Consultant will be expected to prepare concept design drawings, detail significant environmental and social implications and cost estimates for different alternatives, which should include proposed buildings to accommodate staff of relevant government agencies, road access, utilities and related services and traffic flows inside and access to the facilities for the proposed OSBPs. KRA staff accommodation units (the design will be low rise blocks of modern development, of at least 3 floors, approximately 6 units per floor). The concept designs shall be presented to the Client for discussions and Consultant shall incorporate all identified mitigation measures into the concept design proposal which shall form the basis of preliminary designs.
- d) **Procurement of the Works:** The Consultant will be expected to prepare bidding documents for the works, as one Package containing two lots namely; Lot 1- Construction of OSBP and KRA Accommodation units at Rhamu. Lot 2 - Construction of OSBP and KRA Accommodation units at Mandera.

- e) ***Economic Appraisal:*** The Consultant will be expected to undertake a comprehensive economic evaluation of the proposed alternatives to ensure the identification and selection of the most economically efficient option, and the optimal implementation schedule for any subsequent physical works.
- f) ***Cadastral Survey:*** The Consultant shall undertake cadastral surveys to confirm the extent and location of available land. The surveys shall be on the Universal Transverse Mercator (UTM) and are to be tied to the trigonometric points in the vicinity. The surveys shall be to the accuracy of the second-class survey. The output from the surveys shall be such as to enable the consultant to propose the best and most economical way to utilize the available land.
- g) ***Topographic Survey:*** The Consultant shall carry out a topographic survey to determine existing ground profiles, position of existing buildings, structures and features, location of existing services as well as topographical layout and profile of the existing facilities. The Consultant shall prepare drawings to appropriate scales to provide sufficient details suitable for site interpretation. The topographic survey shall extend sufficiently beyond the available boundary, to a distance of at least 300m, to allow for effective drainage design. The topographic survey shall cover access roads leading from Road (A13) to the proposed Infrastructure's, together with parcels adjoining these roads. The consultant shall prepare a digital terrain model with the information collected.
- h) ***Hydrographic and Hydrological Survey:*** The Consultant shall carry out an in-depth hydrological study using an appropriate method, of drainage patterns at the site of the proposed Infrastructure with a view to predicating runoff volumes for various return periods, to guide design of drainage structures.
- i) ***Geotechnical and Construction Materials Investigations:*** The Consultant shall carry out investigations to ascertain and identify the soil conditions and characteristics at the land parcel and of roads leading to the proposed Infrastructure. The investigations will involve establishing the thickness and composition of underlying soil strata to sufficient depths suitable for establishing structural foundations for buildings and road pavement layers.  
  
The consultant shall review the scope of building works and recommend in his proposal the nature and extent of further geotechnical investigations to be undertaken.
- j) ***Environmental and Social Management:*** The Consultant shall undertake necessary investigations to identify any environmental and social issues likely to impact on the project and its environs and propose measures to mitigate them. The consultant shall prepare Environmental and Social Impact Assessment and the Environmental Management plans and shall assist the Client to have them approved by the National Environmental Management Authority. The consultant shall ensure mitigation proposals are complied with during the construction phase of the proposed Infrastructure's.
- k) ***Renewable Energy:*** Analysis with cost implications of the opportunities to green the OSBP and KRA staff accommodation units by making it more climate change resilient and environmentally sustainable e.g., renewable energy options for improved energy



efficiency, improved waste management, water availability and quality improvement options, tree planting options to offset GHG emissions etc.

- I) **Mitigation Measures:** The consultant shall incorporate all identified mitigation measures into the preliminary design proposal.

The consultant shall include in his technical proposal the number, qualifications and schedule of deployment of staff who will carry out social and environmental impact assessment and its management.

### **iii. Preparation of Preliminary Design Proposals**

The Consultant shall prepare a preliminary project brief on the architectural and engineering options, social and environmental issues, and other requirements for the proposed Infrastructure that will form the basis for subsequent actions and detailed designs. The consultant shall prepare one (1) preliminary project concept for discussion for each proposed infrastructure. The consultant shall prepare plans on A1 size paper to illustrate the concepts.

Details to be provided for each project concept shall include: elevations, perspectives and aesthetics of the facilities; The design must consider the Islamic Culture (respect and consider the expression of cultural identity), performance characteristics of the proposed buildings, roads, yards, and the associated services, their elements and components (sound, light, heat levels, efficiencies); costs based on life cycle approach; implementation schedule; and environmental, social-economic impact of the proposed facilities.

The Consultant shall assist the Client to organize and manage a one-day stakeholder validation workshop in Rhamu and Mandera, to review the findings under this Stage to gather the views and reactions of the stakeholders on the final design proposals for the OSBPs and take them into consideration in refining the preliminary designs. It is anticipated that some fifty (50) stakeholder representatives will attend the workshop.

Based on the concept selected above and recommendations from the stakeholder's workshop, the Consultant shall develop a final project brief for the approval of the Client.

### **iv. Preparation of Comprehensive Project Management Plan (CPMP)**

Based on the approved final project brief and the revised concept, the Consultant shall prepare and submit for approval a comprehensive project management plan (CPMP) for implementing the proposed Infrastructure's projects one for Rhamu and other for Mandera. The CPMP shall be used to guide subsequent designs, procurement of contractor(s), and implementation of the project.

The CPMP shall include a project organization chart, project brief for implementation of the construction works, scope of management plan, project activity list, project schedule, cost management plan, quality management plan, communication management plan, risk management plan and procurement management plan. The CPMP shall clearly show all necessary covenants to be complied with as well as legal, policy and technical standards that shall require to be observed and procedures for achieving compliance and/or approvals therefrom.

#### **v. Preliminary Architectural Design.**

Based on the approved design revisions and CPMP, the Consultant shall prepare to sufficient details the site plan and general arrangement drawings showing the locations of all identified facilities. The general arrangement drawings shall provide judicious usage of available land/space and reflect future plans for expansion of services and facilities that may be necessary.

The site plan shall show the locations of proposed buildings, roads, footpaths, parking, drainage, fencing, security lighting, power and water supply, health, communications links, landscaping and other infrastructure. It shall provide details of the floor plans, including the proposed layout, partitioning, fixed fittings, loose furniture, elevations, sections, perimeter fence, access control systems; utilities/services i.e., water supply, rainwater collector, drainage, waste management, electricity, CCTV control room, server room, health and wellness room, cafeteria/canteen and communications and perspectives of all structures. In addition, the site plan shall show to sufficient details the proposed alignment of the local road network that will promote free circulation of traffic. The Consultant shall specify schedules of the proposed finishes, fixtures, fixed and moveable fittings and furniture,

The designs shall describe the structural system (buildings); finishes (internal and external); internal fittings; sun shading and ventilation methods; electrical, mechanical and IT installations proposed, including linkages and connections to the existing; water supply and waste water management; roads and pavement details; fire prevention proposals for the facilities, other external works including but not limited tree planting, boreholes will also be drilled to supplement other sources of water to cover all water requirements. Similarly, consideration is to be given to use of solar energy where feasible and making the Complex as “green” as possible.; cost estimates and cost control measures. The Consultant shall endeavor to propose only designs for facilities that are competitive in terms of buildability, future maintenance requirements and environmental requirements.

The Consultant shall prepare reviews of technical specifications (architectural and engineering) for the proposed Infrastructure facilities for Client’s approval. The Consultant shall prepare scheme design reviews (architectural) and preliminary drawings (engineering) presented in scales of 1:100, 1:200 or other appropriate scales, showing in more details (architectural and engineering) the site layout and the spatial arrangements and appearances of the proposed buildings, structures and infrastructures for discussion with the Client. The Consultant shall prepare scale models for purposes of illustrating the design to the stakeholders and shall prepare computer models for similar purposes. Based on the above preliminary/schematic designs and review, the Consultant shall prepare preliminary cost estimates for the facilities to guide subsequent decisions, processes and actions.

The Consultant shall seek and obtain development plans from relevant local authorities. At this stage the consultant shall also ensure that the proposed designs are in harmony with the development proposals for neighboring buildings and land parcels. At this stage the consultant

shall provide an update on the CPMP pointing out accomplished tasks and outstanding activities as well as additions/deletions necessary for driving the project to completion.

The output from this stage shall also include recommendations on environmental/social action plan for mitigating undesirable consequences of the works and operations of the proposed Infrastructure on the environment. The consultant shall carry out the necessary social and environmental assessments with a view to mitigate the undesirable effects of construction works and prepare the necessary Social and Environmental Screening Report (SESR), Environmental Management Plan (EMP) and (where necessary) an abbreviated Resettlement Action Plan (RAP) for approval as appropriate.

### 3.3.2. **Stage 2: Detailed Designs**

Following the approval of the Scheme Design Report (SDR), the Consultant shall prepare the Draft Final Report including detailed designs and drawings (architectural and engineering).

These facilities shall include all buildings, roads, yards, structures, services, social centers, utilities, etc. This shall include elaborate design calculations guided by appropriate local and internationally accepted codes and standards.

The key outputs shall comprise detailed engineering/architectural design reports, as well as environmental and economic reports. The detailed engineering/architectural design reports shall include all engineering/architectural calculations, technical and operational standards and procedures, facility types/class, specifications/codes, legal issues handled, traffic/economic predictions for the next possible planning horizon etc.

In carrying out the detailed design, the Consultant shall take into account the Client's preference for energy saving "green" features and apparatus wherever appropriate. The consultant shall ensure that connections to public transport facilities such as road and NMT are appropriately addressed during the design.

Cascading from above, a detailed priced Bills of Quantities (priced in Kenya shillings) shall be prepared clearly indicating all major items of construction (building, roads, utilities, etc.) under separate sub-sections. The Consultant shall make adequate provisions in the BoQ for preliminaries, compensations, material test/quality control, supervision facilities and environmental/social costs. The Consultant shall provide updates on items in the approved CPMP, in particular, the program for implementation based on the detailed design.

The final designs shall comprise architectural and engineering drawings of the proposed works, in sufficient detail to enable construction and installation works to be tendered out which shall comprise though not limited to the completion and submission of the following deliverables in 2 sets both in hard and soft copy (CAD drawings in CD).

- a) Architectural Drawings (including site development plans and layouts) for construction;
- b) Mechanical and Sanitary Drawings (Ventilation, Sanitation, Cold water, Fire-Sprinkler etc.) for construction/installation; and
- c) Electrical Drawings (high-low voltage systems while also accounting for data, telecommunication etc.) for construction/installation.

The Consultant shall prepare and submit a Final Design Report (FDR) on the tasks above for the approval of the Client.

### **3.3.3. Tender Administration**

Based on the approved Final Design Report, the Consultant shall prepare and submit to the Client, Request for Bids (RfB), prepared as guided by the provided Standard Procurement Document (SPD) in accordance with the World Bank *Procurement Regulations for IPF Borrowers. PROCUREMENT IN INVESTMENT PROJECT FINANCING, Goods, Works, Non-Consulting Services and Consulting Services dated July 2016 revised in November 2017, August 2018 and November 2020 (“Procurement Regulations”)*,

The RfB document shall provide the statement of works and technical specifications. In addition, the statement of works and technical specifications must give detailed explanation of each item of works and not to be general and vague. Standards must be provided for main items of works, materials and products.

In addition, the Consultant shall assist the Client as necessary to procure contractor(s) through International Competitive Bidding (ICB).

### **3.4. Phase II (Construction Supervision, Project Management Advisory and Close Out)**

#### **3.4.1. Stage 3: Project Management/Supervision of Building Works and Defects Monitoring**

Phase II services shall commence after successful completion and approval of Phase I services. Under this phase, the Consultant shall undertake all that is necessary for successful implementation of the project, including any additional technical studies and investigations needed as a consequence of carrying out the design.

The Consultant shall perform the duties and obligations of the Project Manager and be fully responsible for the supervision of the construction works while reporting to the Director Development (KeNHA) who is the mandated Project Coordinator from the Employer’s side.

The Consultant shall, in general, exercise the full contractual powers of the Project Manager (the Engineer) as identified in the Conditions of Contract for the Works in all matters concerning the works contract and the execution of the Works. The Consultant shall appoint a Supervisor (Team Leader) and experienced resident staff with two (2) teams, one for Rhamu and the other Mandera, who will be assigned to supervise all the site works to final successful completion of the Works Contract.

The Consultant shall be fully responsible for supervision of the construction and defects monitoring of works till the end of the contract and will assume responsibility for the complete contract design and implementation. In this regard, the Consultant shall carry out all of the Services necessary, including but not limited to the following:

- (i). Check and establish that the Contractor mobilizes and supplies to the contract all plant, equipment and machinery that has been committed in the tender and ensure that all such items of plant remain on the contract until their release has been authorized;
- (ii). Coordinate and deal with matters relating to relocation of utilities as necessary;
- (iii). Approve the Contractor's work programme, method statements, material sources etc.
- (iv). Ensure compliance with all design parameters, inspect the setting-out, progress and quality of work, and to resolve technical issues that may arise during the course of the works.
- (v). Check the qualities of the materials brought to site and ensure that the qualities of construction activities are in compliance with the Specifications;
- (vi). Ensure the Contractor establishes testing laboratories, procedures for testing etc., including the Quality Management System stipulated in the Technical Specifications;
- (vii). Lead project site inspections/meetings, including but not limited to kick-off meetings, regular progress meetings, trouble-shooting, practical completion/hand over, and final sign-off meetings;
- (viii). Prepare and submit reports as defined in this Section (5) of the Terms of Reference (Reporting Obligations) and Maintain records, correspondences and diaries;
- (ix). Approve and/or issue working drawings, approve the setting out of the works and give instructions to the Contractor.
- (x). Measure the completed works and keep measurement records necessary for preparation of valuations of work carried out and completed and issue Interim Payment Certificates for Client's approval;
- (xi). Check and verify the Contractor's monthly statements and claims and other documents to ensure compliance with the Contract, certify the quantities of work executed, and prepare interim payment certificates.
- (xii). Inspect the extraction, or fabrication, or assembly of materials and components as appropriate to affirm quality of such materials/workmanship before delivery to site.
- (xiii). Ensure the proper opening and reinstatement of quarries, spoil areas and borrow pits in accordance with the requirements of the Technical Specifications and the National Environment Management Authority (NEMA) regulations of Kenya.
- (xiv). Assess claims notified by the Contractor and potential claims. Review previous decisions on claims. Advise the Client on the outcome of the review and make recommendations on appropriate action by the Client.
- (xv). Ensure that the Contractor introduces, establishes and maintains appropriate and mandatory health and safety measures and procedures on site.
- (xvi). When required, review and comment on periodic financial reports including the effect of any variations on costs due to change orders and/or price escalation.
- (xvii). Carry out all administration work related to project supervision requirements including proper conduct, attendance and performance of duties of staff and ensuring that appropriate records are kept for all equipment, materials, etc. which have been supplied under the Contract.
- (xviii). Prepare and submit detailed inventories on all the facilities including buildings, roads, drainage structures, traffic signs and all other basic construction details.

- (xix). At practical completion stage undertake joint-inspection of the works with all parties and agree a punch-list of deficiencies/outstanding works to be rectified.
- (xx). If there are outstanding claims at the end of the Construction Phase, the Consultant shall assist the Client in claims analysis, and resolution of contractual disputes and in the litigation process that may ensue.
- (xxi). During the Defects Notification Period, inspect the works at appropriate intervals and certify the Defects Liability Certificate for issuance by the Client.
- (xxii). At the end of the Defects Notification Period, the Consultant shall secure and compile maintenance and operational manuals, occupation permits, fire protection certificates, Utility Inspector's Certificate for the proper commissioning of the completed premises.
- (xxiii). Prepare and submit "as-built" drawings, together with the Final Completion Report for the project. This report shall include all the relevant technical and financial details of the project, including any specific recommendations for routine and periodic maintenance of facilities including sustainability initiatives for the counties and those that may require special care and attention.

### **3.5. Environmental, Social, Health, Labour and Safety Risks Mitigation**

#### **3.5.1. Environmental and Social**

The Consultant will assist the Client in establishing a system for monitoring the application and effectiveness of environmental and social impact mitigation measures set out in the environmental management plan, as per the Bank guidelines, and shall:

- (i). Enforce provision of appropriate construction site signatures.
- (ii). Ensure that all haul routes shall be kept watered to reduce dust
- (iii). Ensure that all gravel pits and quarries shall be backfilled as instructed after extraction of material. The overburden material removed shall be properly stockpiled and after extraction of material, shall be used for backfilling of the borrow pit. Where it may not be possible to backfill the borrow pit or quarry to its original level, the side slopes shall be properly trimmed before planting of trees and grass.
- (iv). Ensure that the contractor plants trees and other vegetation (e.g., grass) after the restoration of the gravel pits and quarries.
- (v). The Engineer shall monitor the contractor's effort to prevent its staff and labor not- to do harm to the social and cultural values of the pastoralist communities at the proposed construction sites.

#### **3.5.2. Health and Safety**

- (i). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) Clause 18 which covers the health and safety of all

persons on the site and protection of the public and of owners and occupiers of adjacent land.

- (ii). The Consultant shall monitor that the health and hygiene of the community nearby contractor's camps, plants and construction sites is not affected by the contractor's operation, its staff, emissions from plants and equipment and dust.
- (iii). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) Clause 19.

#### **3.5.3. Staff and Labour**

- (i). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) Clause 9.3 with regard to but not limited to preventing the contractor's labor not to do harm to the social and cultural values of the local community and restricted from being involved in unlawful and disorderly conduct, including children sexual abuse, etc.; prohibition of forced or compulsory labor; prohibition of harmful child labor.
- (ii). The Consultant shall monitor the contractor's effort to sensitize its staff and labor not to harm the social and cultural values of the local community and prevention of involvement in unlawful and disorderly conduct.
- (iii). The Consultant shall report to the Client the actions taken by the contractor to reprimand and hand over to the law enforcement authorities as required, any staff or labor that has been involved in unlawful and disorderly conduct.

#### **3.5.4. Remedial measures**

The Consultant shall apply any penalties, agreed in the contract for delay of the submission of updated ESMPs, implementation plans, and not complying with the requirements of the ESMPs and international good practice.

The Engineer shall apply penalties for non-compliance with environmental, social, health, labor and safety requirements of the contract. When the non-compliance causes severe damage to the environmental, economic, social and cultural values of the community living within the influence area of the project the Engineer may recommend to the Employer the suspension of the works contract.

#### **3.5.5. Architectural Services**

As provided for under Architects and Quantity Surveyors Act CAP 525 Laws of Kenya-Schedule of duties for normal Architectural Services and Scale of fees to include Environmental Design services, Interior Design Services and Landscape Design Services for Phase 1.

Any additional services that may be required as authorized and approved by the client.

#### **3.5.6. Quantity Surveying Services**

As provided for under Architects and Quantity Surveyors Act CAP 525 Law of Kenya-Schedule of duties for normal Quantity Surveying services and Scale of fees.

Any additional services that may be required as authorized and approved by the Client.

#### **3.5.7. Structural & Civil Engineering Services**

As provided for under the professional Services by Engineers Board of Kenya under the Registration of Engineers Act Cap 530 Laws of Kenya-Schedule of duties for normal Civil and Structural Engineering services and Scales of fees.

Any additional services that may be required as authorized and approved by Client.

#### **3.5.8. Mechanical &Electrical Engineering Services**

As provided for under Professional Services by Engineers Board of Kenya under the registration of Engineers Act Cap 530 Laws Kenya-Schedule of normal Mechanical and Electrical Engineering and Scales of fees

Any additional services that may be required as authorized and approved by the Client.

#### **3.5.9. Land Surveying Services**

To undertake surveying services in accordance with Survey Act, Cap 299 Laws of Kenya.

#### **3.5.10. Landscape and infrastructure Architectural/Design services**

To undertake the services in accordance with the existing stipulated regulations.

#### **3.5.11. ICT services**

To undertake surveying services in accordance with existing stipulated regulations.



#### **4. KEY STAFF REQUIREMENT AND QUALIFICATIONS**

As a minimum, the consultant will be required to employ the following key staff with the following Experience and Qualifications:

- (i) **Project Coordinator/Project Manager/Team Leader:** The Project Coordinator/Project Manager/Team Leader must be an Architect or an equivalent with a valid degree from a recognized university, be affiliated and registered with the appropriate professional organizations, and have at least 10 years of post-registration experience. The Project Director/Project Manager must have successfully completed at least 2 (two) Institutional building designs and 2 (two) construction oversight projects as Project Director/Team Leader/Chief Architect each having a works value of at least KES. 500 million in the last 10 (ten) years.
- (ii) **Resident Architect:** The Resident Architect must be an architect with a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 8 years of post-registration experience. The Resident Architect must have successfully completed at least 2 (two) Institutional building designs and 2 (two) construction oversight projects as Team Leader or Chief Architect each having a works value of at least KES. 300 million in the last 10 (ten) years.
- (iii) **Structural Engineer:** The Structural Engineer must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 7 years of experience after registration. The Civil/ Structural Engineer must have completed at least 2 (two) building design and 1 (one) building construction supervision projects as chief structural engineer each having a works value of at least KES. 300 million in the last 10 (ten) years.
- (iv) **Quantity Surveyor:** The Quantity Surveyor must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 10 years of experience since registration. As a principal quantity surveyor, the Quantity Surveyor must have successfully completed at least 2 (two) building design and 2 (two) building construction supervision projects, each having a works value of at least KES. 300 million in the last 10 (ten) years.
- (v) **Mechanical Engineer:** The Mechanical Engineer must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 7 years of experience after registration. The Mechanical Engineer must have completed at least 2 (two) building design and 1 (one) building construction supervision projects as chief Mechanical Engineer each having a works value of at least KES. 200 million in the last 10 (ten) years.
- (vi) **Electrical Engineer:** The Electrical Engineer must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 7 years of experience after registration. The Electrical Engineer must have completed at least 2 (two) building design and 1 (one) building construction supervision projects as chief Electrical Engineer each having a works value of at least KES. 200 million in the last 10 (ten) years.

- (vii) Interior Designer: The Interior Designer must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 10 years of experience after graduation. As chief interior designer, the Interior Designer must have completed at least 2 (two) tasks with a total value of main building works of at least KES. 300 million in the last 7 (seven) years.
- (viii) Landscape Architect: The Landscape Architect must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 10 years of experience after graduation. The Landscape Architect must have completed at least 2 (two) related assignments as chief landscape architect, each with a value of main building works of at least KES. 300 million in the last 7 (seven) years.
- (ix) Engineering Surveyor: The Engineering Surveyor must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 10 years of experience after graduation. As chief surveyor, the Engineering Surveyor must have successfully completed at least 2 (two) building design and 2 (two) building construction supervision projects, each with a works value of at least KES. 300 million in the last 10 (ten) years.
- (x) Civil, Highway and Traffic Engineer: The Civil, Highway and Traffic Engineer must hold a valid degree from a recognized university, be registered with the appropriate professional organizations, and have a minimum of 7 years of post-graduate experience. 2 (two) civil and traffic analysis tasks for infrastructure, each with a value of at least KES. 300 million., must have been previously completed successfully by the Civil, Highway and Traffic Engineer in the last 10 (ten) years.
- (xi) Materials and Geotechnical Engineer: The Materials and Geotechnical Engineer must hold a valid degree from a recognized university, be registered with the appropriate professional organizations, and have a minimum of 7 years of post-graduate experience. 2 (two) Materials and Geotechnical analysis tasks for infrastructure, each with a value of at least KES. 300 million., must have been previously completed successfully by the Materials and Geotechnical Engineer in the last 10 (ten) years.
- (xii) Hydrologist: The Hydrologist must hold a valid degree from a recognized university, be registered with the appropriate professional organizations, and have a minimum of 7 years of post-graduate experience. 2 (two) Hydrological analysis tasks for institutional infrastructure or equivalent, each with a value of at least KES. 300 million, must have been previously completed successfully by the Hydrologist in the last 10 (ten) years.
- (xiii) Economist: The Economist must hold a valid degree from a recognized university, be registered with the appropriate professional organizations, and have a minimum of 7 years of post-graduate experience. 2 (two) Transport related analysis tasks for infrastructure, each with a value of at least KES. 300 million, must have been previously completed successfully by the Economist in the last 10 (ten) years.
- (xiv) ICT expert: The ICT Expert must have relevant graduate or diploma level qualifications from a recognized institution, as well as at least 10 years of post-qualification

experience. At least 2 (two) institutional building design and construction supervision projects with a total value of at least KES.300 million must have been completed successfully by the ICT expert while undertaking the design and supervision of all relevant ICT provisions in buildings i.e., Local Area Network (LAN), internet connectivity, server Installation, Integrated Border Management Systems (IBM) etc. in the last 10 (ten) years.

- (xv) Clerk of Works: The Clerk of Works must have relevant graduate or diploma level qualifications from a recognized institution, as well as at least 15 years of post-qualification experience. At least 4 (four) building construction supervision projects with a total value of at least KES.400 million must have been completed successfully by the Clerk of Works in the last 10 (ten) years.
- (xvi) Environmental Specialist: The Environmental specialist must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 10 years of experience after graduation. The specialist must have completed at least 2 (two) related assignments as lead expert, each with a value of main building works of at least KES.400 million in the last 10 (ten) years.
- (xvii) Sociologist: The Sociologist must have a valid degree from a recognized university, be registered with the appropriate professional organizations, and have at least 10 years of experience after graduation. The specialist must have completed at least 2 (two) related assignments as lead expert, each with a value of main building works of at least KES.400 million in the last 10 (ten) years.
- (xviii) Others/support Experts: The proposer shall also provide the services support personnel/experts on need basis with a minimum qualification of a degree, Minimum 7 year's professional experience in their areas of expertise to be engaged upon approval by the employer.

#### 4.1. Key Staff estimated Inputs

**Table 1: Key staff inputs Rhamu and Mandera OSBPs and KRA Staff Accommodation Units Phase I- Design Phase (Lump Sum Contract)**

NO.	Position	Site Studies- 1 month	Phase I -Design period	
			Design Phase – 6 months	Tender Assistance stage. - 1 month
		(Expert-months)	(Expert-months)	(Expert-months)
1	Project Coordinator/Project Manager/Team Leader	1	6	1
2	Resident Architect- 2 no	2	12	2
3	Structural Engineer	1	3	0
4	Quantity Surveyor	0	2	1
5	Mechanical Engineer:	0	2	1
6	Electrical Engineer	0	2	1
7	Interior designer	0	2	0
8	Landscape architect	0	2	0
9	Engineering surveyor	1	2	0
10	Civil Engineer	1	2	1
11	Materials and Geotechnical Engineer	1	2	0
12	Hydrologist	1	3	0
13	ICT expert	1	2	0
14	Transport Economist	0	2	0
15	Environmental Specialist	1	2	0
16	Sociologist Specialist	1	2	0
17	Others/support Experts	8	48	8
	<b>TOTAL</b>	<b>19</b>	<b>96</b>	<b>15</b>

**Table 2: Key staff inputs Rhamu OSBP and KRA Staff Accommodation Units Phase II- Supervision Phase (Time base Contract)**

NO.	Position	Phase II		
		Construction Supervision period – 18 months	Defects Notification Period- 6 months	Project Closeout- 1 month
		(Expert- months)	(Expert- months)	(Expert- months)
1	Project Coordinator/Project Manager/Team Leader	3	2	1
2	Resident Architect	18	4	0.5
3	Structural Engineer	6	1	0
4	Quantity Surveyor	8	2	0.5
5	Mechanical Engineer:	5	1	0
6	Electrical Engineer	5	1	0
7	Interior designer	4	0	0
8	Landscape architect	4	1	0
9	Engineering surveyor	10	2	0.5
10	Civil Engineer	18	4	0.5
11	Materials and Geotechnical Engineer	5	1	0
12	Hydrologist	3	1	0
13	ICT expert	6	2	0
14	Environmental Specialist	5	1	0
15	Sociologist Specialist	5	1	0
16	Clerk of Works- 3 no	54	18	1
17	Others/support Experts	144	48	2
	<b>TOTAL</b>	<b>303</b>	<b>90</b>	<b>6</b>

**Table 3: Key staff inputs Mandera OSBP and KRA Staff Accommodation Units Phase II- Supervision Phase (Time base Contract)**

NO.	Position	Phase II		
		Construction Supervision period – 18 months	Defects Notification Period- 6 months	Project Closeout- 1 month
		(Expert- months)	(Expert- months)	(Expert- months)
1	Project Coordinator/Project Manager/Team Leader	3	2	1
2	Resident Architect	18	4	0.5
3	Structural Engineer	6	1	0
4	Quantity Surveyor	8	2	0.5
5	Mechanical Engineer:	5	1	0
6	Electrical Engineer	5	1	0
7	Interior designer	4	0	0
8	Landscape architect	4	1	0
9	Engineering surveyor	10	2	0.5
10	Civil Engineer	18	4	0.5
11	Materials and Geotechnical Engineer	5	1	0
12	Hydrologist	3	1	0
13	ICT expert	6	2	0
14	Environmental Specialist	5	1	0
15	Sociologist Specialist	5	1	0
16	Clerk of Works- 3 no	54	18	1
17	Others/support Experts	144	48	2
	<b>TOTAL</b>	<b>303</b>	<b>90</b>	<b>6</b>

## 5. REPORTING DELIVERABLES AND TIME SCHEDULE

The Consultant shall prepare and submit the following reports to the Director Development.

### 5.1. Phase I Reporting Requirements

*Table 4: Phase I Reporting Requirements*

<b>Report type</b>	<b>Description</b>	<b>Requirements</b>
Inception Report	This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the conduct of the preliminary design	Two (2) hard copies and two (2) softcopies one for the client and one for the World Bank and marked as such. To be submitted 14 days after the date of commencement of Services.
Monthly Progress Report	These shall detail all work performed during the reporting period and utilization of the study personnel. In addition, they shall include preliminary conclusions covering such topics as studies and design standards based on the analyses substantially completed and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them.	To be submitted not later than ten (10) days after the end of the reporting month for the duration of Part A of the Services.
Stakeholder Engagement Report	Description of all consultations carried out with stakeholders, including meeting minutes where applicable. Report on proceedings of the forum at which stakeholders will comment on the preliminary designs	Two (2) hard copies and two (2) softcopies one for the client and one for the World Bank and marked as such. To be submitted 30 days from the commencement of the Services.
Preliminary Report	This shall summarize the findings, analysis, results, and	Two (2) hard copies and two (2) softcopies one for the client

	recommendations of the study, and shall contain all supporting material and include an executive summary, Schematic Design Report (architectural) and preliminary designs (engineering), layouts, scale models as directed by the Director Development.	and one for the World Bank and marked as such. To be submitted 84 days from the commencement of the Services.
Draft Final Design Report	This shall summarize the findings, analyses, results and recommendations of the detailed engineering design, and shall contain all supporting material. Draft detailed designs, detailed cost estimates, ESIA, RAP as directed by the Director Development.	Two (2) hard copies and two (2) softcopies one for the client and one for the World Bank and marked as such. To be submitted 168 days from the commencement of the Services. All Draft Final Documents shall be clearly marked as such, preferably in indelible red ink on the cover of each document and on each separate drawing.
Draft Bid Documents and Drawings	Full tender documents and drawings in accordance with the bank SBDs	Two (2) hard copies and two (2) softcopies one for the client and one for the World Bank and marked as such. To be submitted 168 days from the commencement of the Services.
Final Design Report	This shall incorporate all revisions deemed necessary arising from comments received from the Director Development on Draft Final Report, following discussions and agreement with the Consultant.	Two (2) hard copies and two (2) softcopies one for the client and one for the World Bank and marked as such. To be submitted 224 days from the commencement of the Services.
Final Bid Documents and Drawings	This shall incorporate all revisions deemed necessary arising from comments received from the Director	Two (2) hard copies and two (2) softcopies one for the client and one for the World Bank and marked as such. To be



	Development on Draft Bid Documents, following discussions and agreement with the Consultant.	submitted 224 days from the commencement of the Services.
--	--	---

## 5.2. Phase II Reporting Requirements

**Table 5: Phase II Reporting Requirements**

Report type	Description	Requirements
Revised Workplan for Phase 2 Services.	Summary of the Consultant's work plan, state of mobilization, perception of the assignment, issues identified requiring the Client's attention.	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank and marked as such. To be submitted 14 days after the date of commencement of Phase 2 Services.
Monthly Progress Reports	This shall include separate Monthly Progress Report on the Consultant's Services Contract as well as the Contractor's Works Contract. It shall summarize the narrative and bar charts or other graphic presentation, illustrating details of the Consultant's progress and any changes in the assignment schedule, impediments and proposed remedies as directed by the Director Development. The monthly works construction reports must include a three-month forward resource based planned work program with output targets and a previous month output based progress report.	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank and marked as such. To be submitted not later than ten (10) days after the end of the reporting month for the duration of Phase II of the Services.
Monthly Valuation Reports	This shall summarize details of all works done since commencement for every bill	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank

	item for works done in the valuation month.	and marked as such. To be submitted to the Client simultaneously with the payment certificate for every month in which the contractor prepares a payment application.
Monthly Safeguards Performance Reports	This shall describe the monitoring and evaluation of the application and effectiveness of environmental and social impact mitigation measures.	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank and marked as such. To be submitted not later than ten (10) days after the end of the reporting month for the duration of Phase II of the Services.
The Final Account	This shall tabulate on item-by-item basis all work done (“final work quantity”) and the corresponding amount payable. Sufficient detail shall be included for each item to enable the work quantities to be correlated to specific geographical locations or time periods as appropriate. It will further tabulate all previous certification for each bill item (“total certified quantity”) and, by comparing with the final work quantity with the total certified quantity will determine and implement any adjustments required.	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank and marked as such. To be submitted not later than two weeks after the expiry of the Defects Liability Period.
Draft Completion Report	This will describe the type, quality and quantity of materials used in the construction, and all information which together with the “as built” drawings and specifications would inform the Client about	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank and marked as such. To be submitted not later than two weeks after the expiry of the Defects Liability Period.

	operation and maintenance of the facilities as may be necessary.	
Final Completion Report	This shall outline a summary of the principal difficulties encountered during construction and the means employed to overcome them, changes made in the original designs and modifications to specifications and conditions of contract. In addition, outline all variation orders, utilization of provisional sums and variation of price, variation and physical contingencies sums, cumulative monthly payments to the Contractor designated by date and number of payment certificate and breakdown into foreign and local currencies payments, and include a similar schedule for consulting services.	Two (2) hard copies and two (2) softcopies one for the Client and one for the World Bank and marked as such. To be submitted not later than one month after the expiry of the Defects Liability Period.

### 5.3. Reporting Schedule

The minimum reports required under this assignment are described in the preceding sections and tabulated below. The Consultant shall additionally prepare any other reports required to discharge the assignment adequately and professionally. The types of reports for Phase I are:

**Table 6: Types of reports for Phase I**

Report Type	Description
R1	Inception Report
R2	Stakeholder Engagement Report
R3	Preliminary Design Report
R4	Monthly Progress Report
R5	Monthly Environmental and Social Safeguards Report
R6	Draft Final Design Report/ Bid Documents
R7	Final Design Report/ Bid Documents

Each report will be delivered at the time and bearing the reference numbers indicated below.

**Table 7: Phase I Reporting Schedule**

MONTHS AFTER START	TYPE OF REPORT (REPORT SERIAL NUMBER IN CELLS)						
	R1	R2	R3	R4	R5	R6	R7
0.5	R1-01						
1		R2-01		R4-01	R5-01		
2		R2-02	R3-01	R4-02	R5-02		
3		R2-03	R3-02	R4-03	R5-03		
4			R3-03	R4-04	R5-04		
5			R3-04	R4-05	R5-05		
6				R4-06	R5-06	R6-01	
7				R4-07	R5-07	R6-02	
8				R4-08			R7-01

**NOTE: R5, R6, are presented as draft reports followed by the Final Report after provision of comments by the Client.**

The types of reports for Phase II are:

**Table 8: Types of reports for Phase II**

Report Type	Description
R1	Supervision Preparations Report
R2	Monthly Progress Report
R3	Monthly Environmental and Social Safeguards Report
R4	Monthly Valuation Report
R5	Final Account
R6	Completion Report

Each report will be delivered at the time and bearing the reference numbers indicated below.

**Table 9: Phase II Reporting Schedule**

MONTHS AFTER START	TYPE OF REPORT (REPORT SERIAL NUMBER IN CELLS)					
	R1	R2	R3	R4	R5	R6
0.5	R1-01					
1.0		R2-01	R3-01			
2		R2-02	R3-02			
3		R2-03	R3-03			
4		R2-04	R3-04	R4-01		
5		R2-05	R3-05	R4-02		
6		R2-06	R3-06	R4-03		
7		R2-07	R3-07	R4-04		
8		R2-08	R3-08	R4-05		
9		R2-09	R3-09	R4-06		
10		R2-10	R3-10	R4-07		
11		R2-11	R3-11	R4-08		
12		R2-12	R3-12	R4-09		
13		R2-13	R3-13	R4-10		
14		R2-14	R3-14	R4-11		
15		R2-15	R3-15	R4-12		
16		R2-16	R3-16	R4-13		
17		R2-17	R3-17	R4-14		
18		R2-18	R3-18	R4-15		
19		R2-19	R3-19	R4-16		
20		R2-20	R3-20	R4-17		
21		R2-21	R3-21	R4-18		
22		R2-22	R3-22	R4-19		
23		R2-23	R3-23	R4-20	R5-01	
24					R5-02	
25						R6-01

**NOTE: R5, R6, are presented as draft reports followed by the Final Report after provision of comments by the Client.**

#### **5.4. Cost of Production**

The Consultant shall bear the cost of printing and reproduction of all reports and documents under this assignment as well as all associated cost of submission and obtaining of approvals/Comments as appropriate and should take this into account in his financial proposal.

In the event that the Consultant's reports or designs and documents are found unacceptable at any stage of the project, the Consultant will resubmit revised reports or documents or designs at no additional cost. Any revisions required by the Client following submissions for approval will be completed by the Consultant within the cost for consultancy services (Phase I shall be paid on submission of acceptable reports and deliverables, in accordance with lump-sum contract, while Phase II shall be paid under the Time-Based contract).

#### **5.5. Return of Documents, Soft Copies and Software to the Client**

At the end of the assignment, the Consultant shall return to the Client, documents, reports and all written communications originating from both parties and put at the disposal of the Consultant for the purpose of the project, together with an inventory. Soft copies of all documents shall also be handed over to the Client in a format which is editable by industry standard software agreed with the Client in advance.

Neither the Consultant nor any of their staff shall claim a right of authorship or design patent on the contents of any of the reports and documents submitted during the project.

#### **5.6. Lateness in Reporting**

Where a report required under any section of these Terms of Reference is delayed beyond the stipulated time for submission, the consultant shall provide to the Client an explanation satisfactory to the Client for the delay in submission and the remedial measures to be undertaken.

## **6. DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT**

The Client will make available to the Consultant, the following data, documents and information:

- (i) A brief to describe the essential requirements of the client. The Brief shall form the main basis of the consultants' designs, with further necessary inputs coming from interactions in Progress/Consultative Meetings.
  - a) Location details on the site of the works;
  - b) Standard Specifications for Road and Bridge Construction and State Department of Public Works engineering/architectural standards for design and construction of roads and buildings;
  - c) World Bank procurement guidelines and standard documents for consultancy services and works;
  - d) any other document the consultant finds relevant for the execution of the assignment provided that such document is in the custody of the Client. Appropriate charges may be levied for additional documents not listed under (a) – (d) above and the consultant shall pay for all levies and fees chargeable by the relevant authority for issuance of any required permits. All such costs shall be deemed included in the consultants Financial Proposal.
- (ii) The Client will provide the following services to the Consultant:
  - a) Liaison and assistance to obtain any other information and documents required from the Government of Kenya and which the Client considers essential for the proper conduct of the assignment;
  - b) Customs and tax exemptions as detailed in the GCC and SCC for the consultancy contract;
  - c) Assistance to obtain work permits for any expatriate staff of the Consultant;
  - d) Transport and office space to be provided under the works contract during Phase II of the project. However, during Phase I, the consultant shall cater for his transport and office space needs, and may include the cost of these services in his Financial Proposal.
- (iii) The Client shall, through the works contract and for the purpose of performance of supervision services during the construction period and defects notification period only, provide the consultant with:
  - a) Site offices with relevant equipment, furniture, utilities, security and consumables
  - b) Site laboratory with consumables, utilities and security
  - c) Consultant's supervision vehicles inclusive of drivers, fuel and lubricants, servicing, insurance, overtime etc.
  - d) Furnished site accommodation for those key staff and support staff who are permanently stationed on site. Guest quarters will be provided for visiting staff.

However, it will be the responsibility of the Consultant to supervise provision of the above stated facilities and equipment by the contractor in accordance with the contract documents. Any equipment purchased by the consultant and paid for by the Client shall become the property of the Client upon completion of the services, or whenever it is no longer required for carrying out services, whichever occurs earlier.

During Phase I of the assignment, the Client shall not provide the above referred facilities (item iii) and the consultant shall make provision for the same in his proposal.

## **7. TRAINING**

The Consultant will provide structured on-site training to at least two junior engineers, two technicians/inspectors assigned in all relevant aspects of site supervision and management. The trainees will be deployed to site on full time basis. The Consultant will include a section on training progress in his monthly and quarterly progress reports.

## **8. OVERSIGHT RESPONSIBILITY AND REPORTING**

The Consultant will be reporting to the Director Development, Kenya National Highways Authority (KeNHA), from where the Beneficiary Agency the Kenya Revenue Authority shall be consulted and or provided with information and reports from time to time on all matters relating to the progress and any requirement that may be necessary to be provided for by the Beneficiary agency or is required to participate. All approvals will be done by the implementing agency (KeNHA) subject to concurrence from the beneficiary agency the Kenya Revenue Authority.