



COUNTY GOVERNMENT OF KIAMBU

DEPARTMENT OF ROADS, TRANSPORT, PUBLIC WORKS, AND UTILITIES.

RFP No: CGK/RTPW&U/RFP/001/2025/2026 REQUEST FOR PROPOSAL FOR:

**CONSULTANCY SERVICES FOR THE ENGINEERING DESIGN, ESIA (LUMP-SUM)
AND CONSTRUCTION SUPERVISION (TIME BASED) OF:**

- 1. THE GATITU JUNCTION – SHELL JUNCTION ROUNDABOUT (UCB5-THIKA)
ROAD,**
- 2. THE KIMBO – MURERA JUNCTION (L4_RUIRU) ROAD AND**
- 3. THETA BRIDGE**

Issued on: Tuesday 13th January 2026.

**CLOSING DATE: Wednesday 28th January 2026 at 10:00 AM,
P.O Box 2344-00900 Kiambu TEL: +254709877000
Website: www.kiambu.go.ke**

JANUARY, 2026

TABLE OF CONTENTS

1	SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)	4
2	SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET	6
2.1	SECTION 2(A). INSTRUCTIONS TO CONSULTANTS (ITC)	6
2.2	SECTION 2 (B). DATA SHEET	19
3	SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS.....	25
3.1	FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM.....	25
3.2	CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION.....	27
3.3	APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)	28
3.4	FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE	30
3.5	FORM TECH-3: COMMENTS AND SUGGESTIONS.....	31
3.6	FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN.....	32
3.7	FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES.....	33
3.8	FORM TECH-6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS	34
3.9	FORM TECH-6B: CURRICULUM VITAE (CV).....	35
3.10	FORM TECH-7: MANDATORY SUPPORT DOCUMENTS.....	37
3.11	FORM TECH-8: SELF-DECLARATIONFORMS.....	40
	FORM SD1 : SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.....	40
3.11.1	FORM SD2 :.....	41
(a)	SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE	41
(b)	DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.....	42
	FORM TECH-9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}	43
4	SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS	44
	FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM	45
	FIN-2: SUMMARY OF COSTS	46
	FIN-3 : BREAKDOWN OF PRICE FOR KEY COMPONENTS	47
	FIN-4 : BREAKDOWN OF REMUNERATION PER ACTIVITY/PHASE.....	48
	FIN-5: REIMBURSABLES PER PHASE.....	49
	FIN-6: MISCELLANEOUS EXPENSES.....	50
5	SECTION 5: TERMS OF REFERNCE	51
5.1	General.....	51
5.2	Project Description	51
(a)	Gatitu Junction – Shell Junction Roundabout (UCB5-Thika) Road (0.75 km long).....	51
(b)	Kimbo – Murera Junction (L4_Ruiru) Road (4 km long).....	51
(c)	Theta Bridge across Athi River Connecting Gatongora Ward (Ruiru Sub-County) and Theta Ward (Juja Sub-County)	51
5.3	Objectives	51
(a)	Project Objectives.....	51
(b)	Specific Objectives	52
5.4	Scope of Work	52
(a)	Phase I: Design	52
(b)	Phase II: Construction Supervision.....	52
(c)	Phase III: Services during the Defects Liability Period.....	52

5.5	Detailed Description of the Services	53
(a)	Phase I: Design	53
(b)	Phase II: Construction Supervision.....	58
(c)	Phase III: Services during the Defects Liability Period.....	61
5.6	Project Management, Contractual Framework and Responsibilities	62
5.7	Requirements	62
(a)	Staff Required for the Design Phase.....	62
(b)	Staff Required for the Construction Supervision and Defects Liability Period.....	67
(c)	Staff input through the Project Phases	69
(d)	Work Schedule.....	69
(e)	Facilities to Be Provided by the Employer	69
5.8	Reporting And Time Schedule	69
(a)	Commencement.....	69
(b)	Reports.....	69
(c)	Time Schedule	71
5.9	Obligations of the Client and the Consultant.....	72
(a)	Client's Obligations	72
(b)	Consultant's Obligations	73
5.10	Training and Knowledge Transfer.....	73
6	SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS	74
6.1	CONTRACT FOR CONSULTANT'S SERVICES.....	75
6.2	FORM OF CONTRACT - LUMP-SUM	76
7	SECTION 7: GENERAL CONDITIONS OF CONTRACT	78
7.1	A. GENERAL PROVISIONS	78
7.2	B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	80
7.3	C. OBLIGATION S OF THE CONSULTANT	83
7.4	D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	86
7.5	E. OBLIGATIONS OF THE PROCURING ENTITY	87
7.6	F. PAYMENTS TO THE CONSULTANT	88
7.7	G. FAIRNESS AND GOOD FAITH.....	90
7.8	H. SETTLEMENT OF DISPUTES	90
8	SECTION 8: SPECIAL CONDITIONS OF CONTRACT	91
9	SECTION 9: APPENDICES	101
9.1	Appendix A – Terms of Reference	101
9.2	Appendix B - Key Experts.....	101
9.3	Appendix C – Breakdown of Contract Price	101
9.4	Appendix D - Form of Advance Payment Guarantee	101
10	SECTION 10. NOTIFICATION FORMS.....	107
10.1	NOTIFICATION OF INTENTION TO AWARD	107
10.2	REQUEST FOR REVIEW	2
10.3	NOTIFICATION OF AWARD	3
10.4	BENEFICIAL OWNERSHIP DISCLOSURE FORM	4

1 SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Date: Tuesday 13th January 2026

Reference No. CGK/RTPW&U/RFP/001/2025/2026

Name of Assignment: **CONSULTANCY SERVICES FOR THE ENGINEERING DESIGN, ESIA (LUMP-SUM) AND CONSTRUCTION SUPERVISION (TIME BASED) OF**
(1) THE GATITU JUNCTION – SHELL JUNCTION ROUNDABOUT (UCB5-THIKA) ROAD,
(2) THE KIMBO – MURERA JUNCTION (L4_RUIRU) ROAD AND
(3) THETA BRIDGE

To: All Interested & Eligible Consultants

1. The County Government of Kiambu has set aside funds in its budget toward the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services (here in after called “the services”): **CONSULTANCY SERVICES FOR THE ENGINEERING DESIGN, ESIA (LUMP-SUM) AND CONSTRUCTION SUPERVISION (TIME BASED) OF**
(1) THE GATITU JUNCTION – SHELL JUNCTION ROUNDABOUT (UCB5-THIKA) ROAD,
(2) THE KIMBO – MURERA JUNCTION (L4_RUIRU) ROAD AND
(3) THETA BRIDGE

More details on the Services are provided in **Section 5** Terms of Reference.

3. This Request for Proposals (RFP) has been addressed to all **interested and eligible consultants**.
4. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
5. It is not permissible to transfer this RFP to any other firm.
6. A firm will be selected under [insert: Selection Method] method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
7. This RFP contains the following Sections:

Section 1: Letter of Request for Proposals

Section 2: Instructions to Consultants and Data Sheet

Section 3: Technical Proposal Standard Forms

Section 4: Financial Proposal Standard Forms

Section 5: Terms of Reference

Section 6: Standard Forms of Contract: Lump-Sum Contracts

8. A complete set of tender documents may be obtained by interested candidates free of charge by downloading from the Kiambu County Government website: www.kiambu.go.ke or from the PPIP portal: www.tenders.go.ke.
9. Prices quoted should be inclusive of all taxes, must be expressed in Kenyan shillings and shall remain valid for a period of 121 days from the closing date of the tender (*refer to Clause 12.1 of Data Sheet*).

10. Details on the proposal's submission date, time and address are provided in the ITC 18.5 of the Data Sheet.

Yours sincerely,

Chief Officer- Roads
4th Floor, Red Nova Offices-Block
P.O Box 2344-00900 Kiambu
TEL: +254 0709877000
Email: tenders@kiambu.go.ke
Website: www.kiambu.go.ke

Address for Submission of proposal.

Completed proposals must be submitted manually at a tender box located outside the governor's office reception and addressed to:

- 1) **Name of Procuring Entity:** County Government of Kiambu- Department of ROADS, TRANSPORT, PUBLIC WORKS AND UTILITIES
- 2) **Attention:** Chief Officer- ROADS
- 3) **Postal Address:** P. O. Box 2344-00900 Kiambu

Address for opening of proposals. The proposal will be opened manually at the COUNTY GOVERNMENT OF KIAMBU HEADQUARTERS IN KIAMBU TOWN – Deputy Governor's Boardroom.

Address for Opening proposal

The tender will be opened manually at COUNTY GOVERNMENT OF KIAMBU HEADQUARTERS IN KIAMBU TOWN – Deputy Governor's Boardroom.

2 SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

2.1 SECTION 2(A). INSTRUCTIONS TO CONSULTANTS (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Conflicting Assignments

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

iii) Conflicting Relationships

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) Others

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related

to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
- c) Restrictions for Government-ownedEnterprises-Government-ownedenterprisesorinstitutionsinKenya shall be eligible only if they can establish that they i) Are legally and financially autonomous,

- ii) Operate under commercial law, and iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. PREPARATION OF PROPOSALS

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

- 12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- 13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals—Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so only if one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited Firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any Financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive. a. **Price Adjustment**
- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.
- d. Currency of Payment**

- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

- 18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE..... (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:
 - 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
 - i. in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
 - ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
 - iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and
 - 18.3 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.
 - 18.4 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

- a) Firm has submitted the required number of copies of the Technical Proposals.
- b) Firm has submitted a sealed financial proposal.
- c) The Proposal is valid for the required number of days.
- d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
- g) Key Experts are from eligible countries.
- h) Key Experts do not appear in more than one proposal, if so required.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Financial Evaluation

23.1 Financial Proposals

Opening of Financial Proposals

The financial evaluation will be based on a quality-based selection. This means a Technical Proposal only shall be submitted for this assignment. The Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated and legislated in the relevant laws governing professional fees for Building and Civil Engineering Consulting services.

The highest ranked firm on 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.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring

Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Quality and Cost Evaluation

a. Quality Based Selection (QBS) Method

29.1 In the case of Quality Based Selection (QBS), the total score is calculated by weighting the technical score. The Consultant that achieves the highest score will be notified and invited for opening of financial proposal thereafter followed by negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

- 32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

- 32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.
- 32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.
- 32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

- 34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.
- 37.2 A request for administrative review shall be made in the form provided under contract forms.

2.2 SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
A. General Provisions		
1(j)	Electronic procurement system shall be used: No	
2.1	<p>Name of the Procuring Entity: COUNTY GOVERNMENT OF KIAMBU</p> <p>The consultant selection method is:</p> <p>Quality and Cost Based Selection Method (QCBS)</p>	
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes</p> <p>The name of the assignment is: Consultancy Services to Undertake Engineering Design, ESIA & Construction Documentation (Lump-sum), and Construction Supervision (Time-based) of</p> <p>(1) Gatitu Junction – Shell Junction Roundabout (UCB5-Thika) Road,</p> <p>(2) Kimbo – Murera Junction (L4_Ruiru) Road and</p> <p>(3) Theta Bridge and its approaches.</p>	
2.3	<p>A pre-proposal conference will be held: Yes [pre-bid Site Visit and Meeting]</p> <p>On Monday 19th January 2026 at Roads and Public Works 4th Floor, Red Nova Offices-Block 10:00am</p>	
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Not Applicable	
6.2	Maximum number of members in the Joint Venture (JV) shall be: Two [2]	
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke	
B. Preparation of Proposals		
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. TECH-1: Technical Proposal Submission Form 3. TECH-2: Consultant's Organization and Experience 4. TECH-3: Comments and Suggestions 5. TECH-4: Description of Approach, Methodology and Workplan 6. TECH-5: Work Schedule and Planning for Deliverables 7. TECH-6A: Team Composition, Assignment, and Key Experts' Input 8. TECH-6B: Curriculum Vitae (CVs)Mandatory Documentary Evidence 9. TECH-7: Mandatory Support Documents 10. TECH-8: Self-Declaration Forms 11. TECH-9: Tender Securing Declaration Forms <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> 1. FIN-1: Financial Proposal Submission Form 2. FIN-2: Summary of Costs 	

	3. Fin-3 Breakdown of Price per Work Component 4. FIN-4: Breakdown of Remuneration 5. FIN-6: Breakdown of Reimbursable Expenses 6. FIN-7: Breakdown of Miscellaneous Expenses																																																																																																																																										
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: N/A																																																																																																																																										
12.1	Proposals must remain valid for 121 days after the proposal submission deadline.																																																																																																																																										
13.1	Clarifications may be requested no later than three (7) days prior to the submission deadline. The contact information for requesting clarifications is: Chief Officer- Roads 4th Floor, Red Nova Offices-Block P.O Box 2344-00900 Kiambu TEL: +254 0709877000 Email: tenders@kiambu.go.ke Website: www.kiambu.go.ke																																																																																																																																										
14 (b) (do not use for Fixed Budget method)	<p>Estimated input of Key Experts' time-input is shown in the table below. However this information is given as an indication only and the consultants shall be free to propose their own estimates.</p> <table border="1"> <thead> <tr> <th></th> <th></th> <th>Time input (Person -month)</th> <th>Time input (Person -month)</th> <th>Time input (Person -month)</th> <th>Total Time input (Person -month)</th> </tr> <tr> <th>KEY EXPERT</th> <th>Position</th> <th>Phase 1-Design</th> <th>Phase 2-Supervision</th> <th>Phase 3-DLP</th> <th>Phases 1+2+3</th> </tr> </thead> <tbody> <tr> <td>K1</td> <td>Project Director/Team Leader</td> <td>1</td> <td>4</td> <td>0</td> <td>5</td> </tr> <tr> <td>K2</td> <td>Resident Engineer</td> <td>2</td> <td>7</td> <td>2</td> <td>11</td> </tr> <tr> <td>K3</td> <td>Deputy Resident Eng /Highways Engineer / Measurement Engineer</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td>K4</td> <td>Materials/Geotechnical Engineer</td> <td>3</td> <td>7</td> <td>1</td> <td>11</td> </tr> <tr> <td>K5</td> <td>Hydrologist/ Drainage Engineer</td> <td>2</td> <td>3</td> <td>0</td> <td>5</td> </tr> <tr> <td>K6</td> <td>Traffic Engineer</td> <td>3</td> <td>2</td> <td>0</td> <td>5</td> </tr> <tr> <td>K7</td> <td>Structural Engineer</td> <td>3</td> <td>7</td> <td>1</td> <td>11</td> </tr> <tr> <td>K8</td> <td>Environmentalist</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td>K9</td> <td>Sociologist</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td>K10</td> <td>Surveyor</td> <td>3</td> <td>7</td> <td>1</td> <td>11</td> </tr> <tr> <td>K11</td> <td>Senior Materials Technologist</td> <td>3</td> <td>7</td> <td>1</td> <td>11</td> </tr> <tr> <td>K12a</td> <td>Senior Road Inspector for Earthworks</td> <td>1</td> <td>7</td> <td>1</td> <td>9</td> </tr> <tr> <td>K12b</td> <td>Senior Road Inspector for Structures</td> <td>1</td> <td>7</td> <td>1</td> <td>9</td> </tr> <tr> <td>K12c</td> <td>Senior Road Inspectors for Asphalt Works</td> <td>1</td> <td>7</td> <td>1</td> <td>9</td> </tr> <tr> <td>K13</td> <td>Draughtsman (CAD Expert)</td> <td>3</td> <td>7</td> <td>1</td> <td>11</td> </tr> <tr> <td colspan="2">Support Staff</td><td></td><td></td><td></td><td></td></tr> <tr> <td>K14</td> <td>Asst. Drainage / Structural Engineer</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td>K15</td> <td>Asst. Highway Engineer</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td>K16</td> <td>Asst. Materials</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td>K17</td> <td>Assistant Surveyor</td> <td>3</td> <td>7</td> <td>0</td> <td>10</td> </tr> <tr> <td></td> <td>Subtotal</td> <td>47</td> <td>121</td> <td>10</td> <td>178</td> </tr> </tbody> </table>			Time input (Person -month)	Time input (Person -month)	Time input (Person -month)	Total Time input (Person -month)	KEY EXPERT	Position	Phase 1-Design	Phase 2-Supervision	Phase 3-DLP	Phases 1+2+3	K1	Project Director/Team Leader	1	4	0	5	K2	Resident Engineer	2	7	2	11	K3	Deputy Resident Eng /Highways Engineer / Measurement Engineer	3	7	0	10	K4	Materials/Geotechnical Engineer	3	7	1	11	K5	Hydrologist/ Drainage Engineer	2	3	0	5	K6	Traffic Engineer	3	2	0	5	K7	Structural Engineer	3	7	1	11	K8	Environmentalist	3	7	0	10	K9	Sociologist	3	7	0	10	K10	Surveyor	3	7	1	11	K11	Senior Materials Technologist	3	7	1	11	K12a	Senior Road Inspector for Earthworks	1	7	1	9	K12b	Senior Road Inspector for Structures	1	7	1	9	K12c	Senior Road Inspectors for Asphalt Works	1	7	1	9	K13	Draughtsman (CAD Expert)	3	7	1	11	Support Staff						K14	Asst. Drainage / Structural Engineer	3	7	0	10	K15	Asst. Highway Engineer	3	7	0	10	K16	Asst. Materials	3	7	0	10	K17	Assistant Surveyor	3	7	0	10		Subtotal	47	121	10	178
		Time input (Person -month)	Time input (Person -month)	Time input (Person -month)	Total Time input (Person -month)																																																																																																																																						
KEY EXPERT	Position	Phase 1-Design	Phase 2-Supervision	Phase 3-DLP	Phases 1+2+3																																																																																																																																						
K1	Project Director/Team Leader	1	4	0	5																																																																																																																																						
K2	Resident Engineer	2	7	2	11																																																																																																																																						
K3	Deputy Resident Eng /Highways Engineer / Measurement Engineer	3	7	0	10																																																																																																																																						
K4	Materials/Geotechnical Engineer	3	7	1	11																																																																																																																																						
K5	Hydrologist/ Drainage Engineer	2	3	0	5																																																																																																																																						
K6	Traffic Engineer	3	2	0	5																																																																																																																																						
K7	Structural Engineer	3	7	1	11																																																																																																																																						
K8	Environmentalist	3	7	0	10																																																																																																																																						
K9	Sociologist	3	7	0	10																																																																																																																																						
K10	Surveyor	3	7	1	11																																																																																																																																						
K11	Senior Materials Technologist	3	7	1	11																																																																																																																																						
K12a	Senior Road Inspector for Earthworks	1	7	1	9																																																																																																																																						
K12b	Senior Road Inspector for Structures	1	7	1	9																																																																																																																																						
K12c	Senior Road Inspectors for Asphalt Works	1	7	1	9																																																																																																																																						
K13	Draughtsman (CAD Expert)	3	7	1	11																																																																																																																																						
Support Staff																																																																																																																																											
K14	Asst. Drainage / Structural Engineer	3	7	0	10																																																																																																																																						
K15	Asst. Highway Engineer	3	7	0	10																																																																																																																																						
K16	Asst. Materials	3	7	0	10																																																																																																																																						
K17	Assistant Surveyor	3	7	0	10																																																																																																																																						
	Subtotal	47	121	10	178																																																																																																																																						
14 (c) and 26.2 [use for Fixed Budget method]	Not Applicable																																																																																																																																										

14 (d)	Key Experts shall not appear in more than one proposal: N/A
16.1(b)	The Financial Proposal will include (but not limited to) the following reimbursable expenses: N/A
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke .
16.4	The Financial Proposal shall be stated in the following currencies: Kenyan Shillings The Financial Proposal should state local costs in Kenya Shillings: Yes

C. Submission, Opening and Evaluation

17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: <ul style="list-style-type: none"> • Technical Proposal: one (1) original and one (1) copy; • Financial Proposal: one (1) original and one (1) copy;
18.5	The Proposals must be submitted no later than: Date: Wednesday 28th January 2026 Time: 10:00 Hrs East African Time (EAT) The Proposal submission address is: Completed tenders must be submitted manually at a tender box located outside the governor's office reception <i>and addressed to:</i> <ol style="list-style-type: none"> 1) Name of Procuring Entity: County Government of Kiambu- Department of ROADS, TRANSPORT, PUBLIC WORKS AND UTILITIES 2) Attention: Chief Officer- ROADS. 3) Postal Address: P. O. Box 2344-00900 Kiambu The tender will be opened manually at the COUNTY GOVERNMENT OF KIAMBU HEADQUARTERS IN KIAMBU TOWN – Deputy Governor's Boardroom
20.1	An online option of the opening of the Technical Proposals is offered: No
20.2	Not Applicable
22.1	Other eligibility and mandatory criteria shall be: Not Applicable
22.2	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: <u>Points</u> <ol style="list-style-type: none"> 1 Specific experience of the Consultant, as a firm, relevant to the Assignment. In particular, the firm must demonstrate evidence of the following: <ol style="list-style-type: none"> i) Carried out at least three similar road projects each with a large size bridge of at least 30m span; - (6 Marks-each completion certificate, 2 marks) ii) Carried out at least five similar road projects in urban environments; - (10 Marks-each completion certificate, 2 marks) iii) Carried out at least one similar road projects each with specific requirements for non-motorized traffic (NMT) designs/supervision; - (3 Marks)

iv) Performed designs and / or construction supervision of at least one project that involved urban drainage. -(4 Marks)

v) Use of certified quality management system: Evidence of certification and continued use (at least 5 years) of ISO 9001:2015 in design and construction supervision of the specified work—(7 Marks, below 1 year: 0 Marks, 1- 5 years: 2 Marks, 6-10 years: 7 Marks)

Sub-Total I: 30 Marks

2 Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):

(a) Technical approach and methodology

The firm's proposed methodology clarity, responsiveness to the TORs.— (6 Marks)

(b) Work plan

The consultant must propose a plan that follows project phases, clearly demonstrating how the activity schedules will be managed and how and when deliverables will be submitted; – (2 Marks)

(c) Organization and staffing

For the three sites, the consultant how he will select an appropriate organizational structure and defining clear roles and responsibilities to ensure efficient planning, execution, and quality control. – (2 Marks)

Sub-Total II: 10 Marks

Total points for criterion (I) & (II) above is: 40Marks

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

III. Key Experts' qualifications and competence for the assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

PERSONNEL (Evaluation Criteria)

	Position	Qualification and skills	General professional experience	Specific professional experience	Totalmarks
1	Team Leader	2	1	1	4
2	Resident Engineer /Contracts Engineer	3	2	2	7
3	DRE Civil Design Engineer/ Measurement Engineer	3	2	2	7
4	Highway Engineer	3	3	1	7
5	Materials/Pavement Engineer	2	2	1	5

	6	Hydrologist/Drainage Engineer	1	0.5	2	3.5
	7	Geotechnical Engineer	1	1	1	3
	8	Structural Engineer	2	0.5	1	3.5
	9	Senior Surveyor	1	1	2	4
	10	Transport and Traffic Planning Engineer	1	0.5	1.5	3
	11	Social Development Specialist	1	0.5	0.5	2
	12	Environmental Specialist	1	0.5	0.5	2
	13	Materials Technologist	2	0.5	0.5	3
	14	Inspector of Works (3No)	2	0.5	0.5	3
	15	CAD Technician	2	0.5	0.5	3
	Total (staff)					60
23.4	An online option of the opening of the Financial Proposals is offered: No					
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p>					
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into one is: Kenyan Shillings</p> <p>The official source of the selling exchange rate is: N/A</p> <p>The date of the exchange rate is: N/A</p>					
29.1 (QCBS only)	<p>The Highest evaluated Technical Proposal is given the maximum financial score of 100.</p> <p>Technical Weight = 80%</p> <p>Financial Weight = 20%</p> <p>Minimum Technical pass mark = 75%</p>					
31	<p>The Standstill Period shall be: 14 days</p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>					
D. Negotiations and Award						

32.1	<p>Expected date and address for contract negotiations: Date: 19th February 2026 Address:</p> <p style="text-align: center;"> Chief Officer- Roads 4th Floor, Red Nova Offices-Block P.O Box 2344-00900 Kiambu TEL: +254 0709877000 Email: tenders@kiambu.go.ke Website: www.kiambu.go.ke </p>
35.2	<p>Expected date for the commencement of the Services: Date: 24th February 2026</p>
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 14 days after the contract signing.</p>
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Julie N Waweru</p> <p>Title/position: Chief Officer Roads</p> <p>Procuring Entity: County Government of Kiambu</p> <p>Email address: : tenders@kiambu.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

3 SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

3.1 FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Entity] Dear

Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following :} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- (h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from *(specify website)* during the procurement process and the execution of any resulting contract.

- (I) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 and ITC Clause 29.3 and 29.4 lead to the termination of Contract negotiations.

- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*:

Name and Title of Signatory:

Name of Consultant (*company's name or JV's name*):

Contact information (*phone and e-mail*):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

3.2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____

[Name of Procuring Entity]

for: [Name and number of tender] in response to the request for tenders do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

3.3 APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures,

Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers),

Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any

Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's Public Procurement and Asset Disposal Act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

(1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

(2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

(3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

- a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
- b) if a contract has already been entered into with the person, the contract shall be avoidable;

(4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

(5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement— i) Shall not take part in the procurement proceedings;

ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

(7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; v) “obstructive practice” is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

“fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices among tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

3.4 FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [6] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KSh.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total № of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	№ of professional staff-months provided by associated Consultants:
Role on Assignment: (<i>E.g. Lead Member in ABC JV, or Sole Consultant</i>):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

3.5 FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

3.6 FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

3.7 FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Nº	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												
N													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

3.8 FORM TECH-6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

NO	Name	Expert's Input (in person/month) per each Deliverable (listed in TECH -5)							Total Time-input (in months)				
		Position		D-1	D-2	D-3	D-4	D-5	Home	Field	Total		
KEY EXPERTS													
K-1	(E.G <i>Mr Abbbb</i>)	<i>Team Leader</i>											
K-2													
K-3													
								Subtotal					
NON -KEY EXPERTS													
N-1													
N-2													
								Subtotal					
								Total					

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

3.9 FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.:	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship:	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbbb, deputy manager]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information :(e-mail..... phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand

that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert _____ Signature _____
Date _____ {day / month/year}

Name of authorized _____ Signature. _____ Date _____

Representative of the Consultant (*the same who signs the Proposal*)

3.10 FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

CRITERIA	
1.	Copy of Certificate of Incorporation
2.	Copy of CR12 form (issued within the last six (6) months from the tender opening date
3.	Copy of valid Tax Compliance Certificate (Will be verified on the KRA TCC Checker).
4.	Proof of Registration with Engineers Board of Kenya (EBK) as a Consulting Firm
5.	Current Sworn Affidavit on litigation history
6.	The tender has been duly signed by the person lawfully authorized to do so through the power of attorney.
7	All forms to be filled are duly filled
8	The required number of copies of the tender document have been submitted (One original and One copy) Financial Proposal should be sealed in a separate envelope from the technical proposal and marked clearly
9	The submitted bid document must be sequentially serialized. All pages-

NOTE: Only bids which meet all mandatory requirements will be subjected to further evaluation

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

III. Key Experts 'qualifications and competence for the assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

Points

3 Specific experience of the Consultant, as a firm, relevant to the Assignment. In particular, the firm must demonstrate evidence of the following:

- vi) Carried out at least three similar road projects each with a large size bridge of at least 30m span; - **(6 Marks- each completion certificate, 2 marks)**
- vii) Carried out at least five similar road projects in urban environments; - **(10 Marks-each completion certificate, 2 marks)**
- viii) Carried out at least one similar road projects each with specific requirements for non-motorized traffic (NMT) designs/supervision; - **(3 Marks)**
- ix) Performed designs and / or construction supervision of at least one project that involved urban drainage. -**(4 Marks)**
- x) Use of certified quality management system: Evidence of certification and continued use (at least 5 years) of ISO 9001:2015 in design and construction supervision of the specified work- **(7 Marks, below 1 year: 0 Marks, 1- 5 years: 2 Marks, 6-10 years: 7 Marks)**

Sub-Total I: 30 Marks

4 Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):

(d) Technical approach and methodology

The firm's proposed methodology clarity, responsiveness to the TORs. – (6 Marks)

(e) Work plan

The consultant must propose a plan that follows project phases, clearly demonstrating how the activity schedules will be managed and how and when deliverables will be submitted; – (2 Marks)

(f) Organization and staffing

For the three sites, the consultant must show how he will select an appropriate organizational structure and defining clear roles and responsibilities to ensure efficient planning, execution, and quality control. – (2 Marks)

Sub-Total II: 10 Marks

Total points for criterion (I) & (II) above is: 40Marks

	Position	Qualification and skills	General professional experience	Specific professional experience	Totalmarks
1	Team Leader	2	1	1	4
2	Resident Engineer /Contracts Engineer	3	2	2	7
3	DRE Civil Design Engineer/ Measurement Engineer	3	2	2	7
4	Highway Engineer	3	3	1	7
5	Materials/Pavement Engineer	2	2	1	5
6	Hydrologist/Drainage Engineer	1	0.5	2	3.5
7	Geotechnical Engineer	1	1	1	3
8	Structural Engineer	2	0.5	1	3.5
9	Senior Surveyor	1	1	2	4
10	Transport and Traffic Planning Engineer	1	0.5	1.5	3
11	Social Development Specialist	1	0.5	0.5	2

	Position	Qualification and skills	General professional experience	Specific professional experience	Totalmarks
12	Environmental Specialist	1	0.5	0.5	2
13	Materials Technologist	2	0.5	0.5	3
14	Inspector of Works (3No)	2	0.5	0.5	3
15	CAD Technician	2	0.5	0.5	3
Total (staff)					60

Minimum Technical score = 75%

Only those Bidders who shall have an overall aggregate of 75% of the evaluated Technical Proposal, shall proceed to the financial proposal evaluation stage

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.

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.

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

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows: -

$S_f = 100 \times \frac{F_m}{F}$ 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 (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations

3.11 FORM TECH-8: SELF-DECLARATION FORMS

FORM SD1 : SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for (Insert tender title/description) for (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

3.11.1 FORM SD2 :

(a) SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for (*insert tender title/description*)
for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

(b) DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized
signatory.....

Sign.....
...

Position.....
...

Office address.....
Telephone.....

E-mail.....
...

Name of the
Firm/Company.....

Date.....
.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name
.....

Sign.....
.....

Date.....

FORM TECH-9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of two (2) years starting on 1st November 2024, if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of [Insert date of signing]

Seal or stamp

4 SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS

STANDARD FORMS

{Notes to Consultant shown in brackets {....} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Miscellaneous expenses

FIN-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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

[Authorized Signature]

[Name and Title of Signatory]:

[Name of Firm]

[Address]
+

FIN-2: SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal 1		
Add 10% Contingency		
Sub Total 2		
Add capacity building levy (0.03%)		
Add VAT (16% of Sub Total 2)		
Total Amount of Financial Proposal		

-

FIN-3 : BREAKDOWN OF PRICE FOR KEY COMPONENTS

Sub-total -1	
Price Component	Amount(s)
Remuneration	
Reimbursable Expenses	
Miscellaneous Expenses	
Subtotal	

FIN-4 : BREAKDOWN OF REMUNERATION PER ACTIVITY/PHASE

KEY EXPERT	Name	Position	Phase 1- Design		Phase 2- Supervision		Phase 3-DLP		Total Phases 1+2+3	
			Person-month Rate (KES)	Time input (Person-month)	Amount (KES)	Time input (Person-month)	Amount (KES)	Time input (Person-month)	Amount (KES)	Total Time input (Person-month)
K1										
K2										
K3										
K4										
K5										
Total										

FIN-5: REIMBURSABLES PER PHASE

Phase No: _____

Phase Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Road travel	Kms			
2	Subsistence Allowance	Day			
	etc				
	Grand Total				

FIN-6: MISCELLANEOUS EXPENSES

Phase No: _____

Phase Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Communication (Telephone & E-Mails)				
2	Traffic Investigations and Analysis				
3	Drafting & Reproduction of Reports				
4	Topographical Survey & Mapping				
5	Soils , Materials and Pavement Investigations				
7	Geotechnical Investigations				
8	etc				
.	etc				

5 SECTION 5: TERMS OF REFERENCE

CONSULTANCY SERVICES FOR THE DESIGN AND CONSTRUCTION OF THE GATITU JUNCTION – SHELL JUNCTION ROUNDABOUT (UCB5-THIKA) ROAD, THE KIMBO – MURERA JUNCTION (L4_RUIRU) ROAD AND THETA BRIDGE

5.1 General

The Consultant shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations, engineering design, construction supervision and related services. In carrying out their work, the Consultant shall cooperate fully with the concerned agencies of the County Government of Kiambu (CGK), in particular the Department of Roads, Transport & Public Works, and national government ministries and agencies. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The scope shall include provision of NMT facilities and streetlighting. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.

5.2 Project Description

(a) **Gatitu Junction – Shell Junction Roundabout (UCB5-Thika) Road (1 Km long)**

The project road (Gatitu Junction – Shell Junction Road) is located in Thika Town Sub-County in Kiambu County and is part of the UCB5-Thika road. The project road is approximately 1 Km long. It commences at Gatitu junction along the A2 Thika-Garissa-Ibd Liboi (A3) Road and proceeds in a northerly direction ending at the Shell Junction.

(b) **Kimbo – Murera Junction (L4_Ruiru) Road (4 km long)**

The project road (Kimbo – Murera Junction Road) is located in Juja Sub-County in Kiambu County and is part of the L4_Ruiru road. The project road is approximately 4 km long. It commences at Kimbo along the Thika Superhighway (A2S) Road and proceeds in a south-easterly direction ending at Murera Junction. The location map is shown below.

(c) **Theta Bridge across Athi River Connecting Gatongora Ward (Ruiru Sub-County) and Theta Ward (Juja Sub-County)**

The proposed bridge is located in Ruiru Sub-County in Kiambu County. It will connect Gatongora Ward (Ruiru Sub-County) and Theta Ward (Juja Sub-County) across Athi River. The scope will include constructing the bridge and approach roads. The length of the approach roads will total 1 kilometre.

A preliminary and detailed engineering design is required to inform on upgrading of the road sections in order to increase the capacity and enhance the flow of traffic.

5.3 Objectives

(a) **Project Objectives**

The overall project objectives for undertaking the design of the road sections are to:

- To spur socio-economic development of the abutting areas and the county
- To improve accessibility to the abutting areas

- To decongest the road sections and to improve their capacity
- To improve road safety of the project roads for all road users
- To improve road drainage
- To improve the aesthetics of the project roads

(b) Specific Objectives

The consultancy service specific objectives are:

- To carry out preliminary and detailed design of the projects, including updating the environmental and social impact assessment reports, and preparing the necessary construction documents.
- To carry out construction supervision of the projects
- To conduct inspections during the defects liability period and prepare the final completion report, the final accounts and the as-built drawings.

5.4 Scope of Work

The scope of the works shall be as identified in the contract.

(a) Phase I: Design

- To carry out preliminary design including consideration of alternative routes and pavement options;
- To carry out the Detailed Engineering Design for the approved road option; including all necessary data collection, field surveys and analysis to cover all aspects of detailed design;
- To review and update the Environmental and Social Impact Assessment (ESIA) reports in accordance with Kenyan legislation and NEMA guidelines;
- To prepare construction / contract documents based on the approved detailed designs for competitive bidding.

(b) Phase II: Construction Supervision

- Review of the Contractor's work programmes and monitoring, on a day-to-day basis, of the Contractor's adherence to these programmes.
- Approval of the Contractor's proposed materials sites.
- Review and approval of the Contractor's traffic management plan
- Issuance of Site Instructions.
- Verification of quality of executed works and materials used.
- Verification of measurements and issuance of interim payment certificates.
- Monitoring contractor's work progress, Preparation of Progress Reports and advising the Engineer accordingly.
- Advising the Engineer on problems arising during the execution of the works.
- Arranging for the relocation of services.
- Monitoring of sound use of resources and protection of the environment.
- Requesting for assistance in HIV/AIDS awareness campaigns from the Ministry of Health.
- Co-ordinating with third parties, e.g. public utilities, traffic police.
- Analysis of any claims submitted by the contractor.
- Services at Taking Over of the works.

(c) Phase III: Services during the Defects Liability Period

- Inspection of defect rectification works and maintenance.
- Services at End of Defects Liability of the works.
- Preparation of Final Completion Report, Final Accounts and As-built drawings.

5.5 Detailed Description of the Services

(a) Phase I: Design

1 General

Within the scope of the design, the Consultant shall conduct all topographic surveys, hydrological/hydraulic studies, sub-surface soil explorations, material surveys and other field and laboratory investigations that are required for the detailed engineering design of the roads and bridge. This shall include:

- a. Climatic surveys and topographic surveys, including cross-sections, plans and profiles of proposed alignment;
- b. Hydrology and hydraulic surveys;
- c. Material testing, soils and geotechnical investigations to identify and test appropriate materials for the construction and maintenance of the road;
- d. Boring and sub-surface investigations at the sites of existing and new bridges.
- e. Non-Destructive Tests (NDT) will be conducted to existing drainage structures to assess their structural condition to carry the existing traffic and their lifespan
- f. Alignment, evaluation of existing pavements of the road by undertaking Benkelman Beam surveys or Falling Weight Deflectometer and roughness using Bump Integrator with recommendations for improvement to higher standards and widening;
- g. Trenching and coring to identify the already existing pavement layers and the thicknesses of each layer

2 Design Standards

- a. The Consultant shall, to the extent possible, follow the recommended design standards contained in the Road Design Manual, Part 1 1979 (Geometric Design of Rural Roads) and Road Design Manual, Part III, 1987 (Materials and Pavement Design for New Roads) [or any updates thereto] both published by the then, Ministry of Transport and Communications, Republic of Kenya.
- b. The Consultant shall be responsible for the design details within the given framework and provide adequate explanation for the standards adopted.
- c. The methodologies used in the design of pavement, earthworks, drainage and structures shall conform to the latest techniques whilst ensuring the use of available materials and economic solutions.
- d. Metric system shall be used throughout. The standards for design of different types of roads and bridges as adopted by the Client shall be adhered to where possible and adequate explanation given where different standards are recommended and subsequently adopted.

3 Route Selection

The Consultant shall ensure that the geometric design to improve existing horizontal and vertical geometry and to reduce the local drainage problems shall be kept to a minimum and if possible, within the existing road alignment to minimize costs. The Consultant shall consider road user safety and comfort in their design.

4 Topographical Surveys

The Consultant shall carry out the necessary surveys in order to establish the specific alignment and to determine the accurate centreline. The centreline shall be set out, cross-sectioned, and benchmarks established where this has not already been done.

The alignment shall be connected to the National Grid System (UTM) by establishing a trigonometric and polygon network along the proposed road. This network shall be connected to the Survey of Kenya

data, preferably data of the first order. To this end a secondary network of trigonometrical points (T.P) shall be established with side lengths of approximately 150 meters to the primary network.

The Consultant shall then carry out all the works necessary for the detailed design of the proposed works, for the estimation of quantities to an accuracy of +/- 10% of final quantities as measured on completion of the works, excluding any approved variations of the contract, and preparation of construction / contract documents suitable for competitive bidding.

The following engineering investigations shall be carried out:

- a. Ground reconnaissance survey to locate the position of the road and related town/market roads, and to indicate them on a plan.
- b. Concrete beacons shall be firmly sited, referenced, and shall be as agreed by the Client.
- c. The geometric characteristics of the centreline shall be computed and defined. Staking-out data will also be given for points at regular intervals along the curves and the longer tangent alignments. Vertical alignments will be defined and computed.
- d. Detailed site investigations and hydrological surveys shall be carried out at all bridge and box culvert sites, including a sufficient length upstream and downstream to enable the hydraulic design of the structure to be carried out. All topographical surveys undertaken by the Consultant shall be to generally accepted international standards for such work, and after approval by the Client, shall become recorded in standard survey field books that shall become the property of the Government at the completion of the work.

5 *Traffic Analysis*

The Consultant shall determine the type and volume of existing traffic along the road sections by analysing all existing statistical data, and by conducting and analysing traffic counts and origin – destination studies. The Consultant shall undertake full road network analyses, in order to identify and quantify any potential for traffic diversion or reassignment that may result from improvements to the adjoining network connections. Quantifying traffic operations and assessing adequacy of proposed road section elements, assessing traffic impacts on the basis of various factors including level of service, delays, queues and volume to capacity ratios. The Consultant shall undertake other field traffic investigations, as required.

Traffic studies will include but not be limited to:

- a. Traffic composition, occupancy, and volume counts;
- b. Origin-destination studies; and
- c. Forecasts composed of normal, generated and diverted flows, if any, by appropriate vehicle types considering three scenarios (normal, optimistic and pessimistic).
- d. Axle load surveys;
- e. Travel time and speed surveys;
- f. Accident studies.

Traffic surveys shall be carried out for seven consecutive days over 12 hours and at least for two (2) days covering the entire 24 hours in order to record traffic moving at night. Where considered appropriate, the Consultant shall divide the road into sections and conduct the traffic analyses and studies in relation to these separate sections.

The consultant shall identify local links and potential in the study area. The Consultant shall describe, and quantify existing and potential traffic generating factors in the immediate areas served by the project and areas likely to be influenced by future economic development. Such factors are, among others:

- a. Population growth in rural and urban population distribution;
- b. Regional and national economic growth;
- c. Growth of vehicle ownership;
- d. Development of agriculture, irrigation, industry, and commerce within the influence area;

- e. Development of social services, medical facilities, and schools; and
- f. Other factors identified by the Consultant.

The Consultant shall determine appropriate growth rates per category of vehicles (i.e. light, medium and heavy vehicles) using appropriate methods acceptable to the Client. The traffic growth should take into account the current legal and institutional constraints to promote regional integration and other physical barriers, which would have been identified as part of the study.

Based on the above analyses, the consultant shall provide:

- a. Detailed annual traffic forecasts for a period of ten (10) years after the completion of the road; and
- b. More general projections of future traffic for the following five (5) and ten (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 for light, medium and heavy vehicles. The Consultant shall undertake scenario-based forecasting.

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 vehicle sizes and types that will arise when improvements are made in the condition of the road.

The traffic engineering analysis shall be used to specify the design of necessary traffic control features. The analysis shall include detailed traffic assignments, including, where appropriate, design traffic forecasts for major intersections. Based on the traffic assignments, the Consultant shall conduct intersection capacity analyses and related traffic studies to determine the location of signs, signals as necessary, pavement markings, islands, and other control features.

6 Hydrological Studies, Hydraulic Design and Structural Design of Drainage Structures

The Consultant shall conduct and provide a complete description of the features of the road study area including:

- a. Information about soils drainage along the alignments, such as sub-soils drains ability, drainage impedance, flooding of flat areas, etc.
- b. Characteristic of required water crossings and hydrological structures;
- c. All necessary hydrological and other data for storm water and sub-surface drainage systems design; and
- d. All necessary sub-surface investigations required for the design of foundations for bridge piers and abutments.

Hydrological studies shall be carried out on all drainage structures with careful analysis of stereoscopic examination of aerial photographs, study of available maps and field investigation.

The catchment area, run-off coefficient, hydraulic slope and design flood discharge for the appropriate return period shall be determined for each drainage structure, and the corresponding water level established.

Cross-sections and gradients of watercourses shall be surveyed to determine the design of proper drainage and erosion control of the roadway and the protection of slopes at bridge and box culvert locations.

All existing data and the result of the field investigations for soils, foundations, hydrology, etc., shall be assessed and used as a basis for the design of drainage and bridge structures. Detailed hydraulic computation and structural designs shall be fully documented.

The Consultant shall be fully responsible for obtaining all the data and information necessary to carry out hydrological, hydraulic and drainage investigations and subsequent designs.

Bridges shall be designed to a width and loading as agreed with the Client.

7 Soils, Materials and Geotechnical Investigations

A review shall be made of all existing relevant data followed by a general study of the soils and materials along the route. The Consultant shall make detailed soils investigations along the road alignment in accordance with the Road Design Manual Part III.

Boring (or any similar methods) shall be carried out along the proposed alignment to determine rock surface levels.

At bridge sites and for other major structures, sub-surface conditions shall be investigated by trenching, depth sounding, hand auguring, and/or drilling as required including the taking of undisturbed samples. Seismic investigation shall be carried out if considered necessary by the Consultant. Allowable bearing pressures of sub-surface stratum shall be determined at proposed foundation levels of structures.

Investigation for sources of construction materials for pavement structures, including water for construction, shall also be carried out. Sites of suitable materials shall be surveyed and shown in the engineering plans. Analysis and testing shall be carried out as required on the construction materials, in accordance with the Road Design Manual part III.

Engineering analysis shall be undertaken using the results of the soils and the materials tests, to determine the gradients of the cut / embankment slopes, compaction requirements, pavement design, and other engineering treatment dictated by the natural materials.

Construction materials' samples shall be tested as per Road Design Manual Part III.

Soil and materials plans shall be prepared showing exact locations of all construction materials available with an indication of their quantities.

8 Geometric Design

The horizontal alignment of the road centreline shall be determined by the study of the optimum alignment between control points specified as a result of the engineering investigations. Points at even increments of lengths of 20 meters along the centreline, tangent points, and such other critical points as shall be required, shall be fully defined relative to stations on the baseline by coordinates and offsets suitable for setting out the centreline. All points shall be coordinated to the National Survey Grid System (UTM) to which the road shall be referenced. Cross-sections shall be taken along the length of the road centreline and levelled at each 20 meters and at any local abnormalities in topography.

The vertical alignment shall take into account the design standard adopted, while optimizing the earthworks involved. There shall be coordination between horizontal and vertical alignments to the extent possible. Due consideration shall be given to road safety standards in carrying out these designs, e.g. excessively long straights in the design of the horizontal alignment.

9 Reviewing and Updating the Environmental and Social Impact Assessment Reports

The Consultant will review and update the ESIA reports for the projects in compliance with the Government of Kenya's Environmental Management & Co-ordination Act of 1999 and the Environmental (Impact Assessment & Audit) Regulations, June 2003, among other relevant laws, regulations, and guidelines standards, as well as other international best practices requirements and regulations. The Consultant will also obtain the NEMA licences for the projects.

10 Engineering Drawings

The Consultant shall prepare the following engineering drawings for the project, using a format and title sheets as required by the Client, the originals becoming the property of the Client:

- a. Plan and Profile, scales, 1:1000 and 1:100 showing natural ground levels; horizontal and vertical curve details; running chainages; cross-section chainages; side drain location; description and reference to all drainage and bridge works; location of benchmarks; location of road furniture; contour lines superimposed on plans; any other relevant information. The Consultant shall also carry out Building Information Modeling (BIM) to 5D using the latest software such as Autodesk software or equivalent. This shall be done with the approval of Client.
- b. Typical cross-sections, scales 1:25 showing: all details of road cross-sections in cut and fills; side drains; pavement thickness, camber super-elevation; and pavement widening.
- c. Cross-section, scale 1:50 showing: natural ground levels superimposed with the road prism at selected locations to be agreed upon with the Client.
- d. Typical culverts showing: details of all types of culverts and other drainage structures with opening less than 12m², their inlets and outlets, and any necessary protection work.
- e. Major structures: detailed engineering design plans shall be produced at appropriate scales for all bridge structures with spans of 10 metres or greater, including, inter-alia, contoured site plans, sub-structure and foundation details, protective or ancillary works, and bar bending schedules.
- f. Soil plan: an alignment soils plan shall be produced showing the characteristics of soils for various sections of the route. A plan showing the locations of borrow and quarry sites shall also be produced, including a materials utilization chart.
- g. Ancillary works: a plan for all other ancillary works shall be prepared.
- h. Maintenance of traffic: plan of a detailed scheme for maintenance of traffic flow shall be developed to ensure that vehicle and pedestrian traffic is properly handled during the construction period. This plan shall include details of the location and design of by-pass lanes, temporary structures, barriers, signs, signals and other physical features necessary to accommodate traffic flow during construction. In addition to the operations plan, the Consultant shall prepare a traffic operations plan detailing the construction sequencing, plan detailing the announcements, use of traffic control devices and other activities designed to minimize traffic disruption.

11 *Construction Quantities*

The calculated quantities for the items of construction shall be based on the final design drawings. The earthworks quantities shall be derived from calculations based on the field cross-sections taken along the centreline and in accordance with accepted methods of measurement, which shall be agreed with the Client. A detailed Bills of Quantities shall be prepared generally corresponding to the relevant sections of the Standard Specification, and including contingencies and escalation of price elements.

12 *Cost Estimates*

The Consultant shall estimate likely ruling bill rates applicable to the proposed time of construction, showing how these were arrived at. In order to make a fair and reasonable estimate of the cost of the road, the Consultant shall prepare a unit price analysis of each item using basic costs elements (labour, materials, equipment, tools, overheads, on-site costs, profit etc.), and showing separately the cost of all taxation (direct or indirect). The estimated financial costs resulting from this analysis shall be accurate to within +/- 10%, and shall be compared with the costs of previous projects or similar works executed in the area and adjusted accordingly.

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 monthly expenditure. Due account shall be taken of the climatic and other conditions of the area which may have an influence on the construction schedule.

13 ***Construction / Contract Documents***

The Consultant shall prepare the necessary documents for the project roads and any other required by the Client. These documents include but not limited to drawings, Bills of Quantities, Technical Specifications, Special Conditions of Contract, Social/Environmental Management Plans and Factual Materials Report.

Tender drawings shall be submitted in A3 size (photo-reduced from the original A1 size). All other documents shall be submitted in A4 size. In addition, the Consultant shall submit the engineering investigation, analysis, design, materials reports and other relevant information.

14 ***Design Considerations for Specific Roads***

a **Gatitu Junction – Shell Junction Roundabout (UCB5-Thika) Road (1 km long)**

The road section is in an urban area is generally flat. The section requires thorough drainage analysis to safely channel the stormwater from the surroundings to a suitable outlet. The road is in a busy urban area and will require detailed traffic analysis to determine the design capacity of the road section

b **Kimbo – Murera Junction (L4_Ruiru) Road (4 km long)**

The road contains a section that is generally flat and without a suitable outfall due to abutting developments. Adequate hydrological studies and design should be conducted to identify a suitable outfall for the runoff and to safely channel runoff to the outfall.

The road section also contains a railway crossing that should be considered during design.

c **Theta Bridge**

The land parcels abutting the proposed bridge are quarries. Proper geotechnical and materials design should be carried out to ensure that the natural ground will be sufficient to bear the loads from the proposed structure and its design loadings. Proper hydrological studies should be carried out at the bridge section to adequately size the bridge.

(b) Phase II: Construction Supervision

1 *Review of work programs and monitoring of the adherence to these programmes.*

The Consultant will scrutinize the Contractor's work programme, schedule of plant and cash-flow projections. Where appropriate he will request clarification without, however, imposing any modifications on the Contractor. The Consultant has, however, the right to reject a works programme that is either unrealistic, will imply unacceptable obstruction of the normal traffic flows or is unacceptable for other major considerations to be indicated by the Consultant with reference to the stipulations of the contract. Once the work programme(s) is (are) approved, a parallel schedule of services to be rendered by third parties (public utilities, Traffic Police Department, etc.) will be submitted by the Contractor for approval by the Consultant. The Consultant will inspect the Contractor's proposed materials sites and conduct necessary confirmatory testing before approving them for acquisition and use on the works.

The Consultant will review the measures for traffic management proposed by the Contractor with respect to traffic diversions and passage of traffic through the works in order to ensure minimal disruption of normal traffic flows and further to ensure that the measures proposed will in no case compromise the safety of the road users.

The Consultant will issue the final setting out data and finished road levels by way of site instructions to the Contractor to allow him to proceed with the detailed setting out of works.

The Consultant will be responsible for identifying those items requiring the approval of the Engineer and bring these items to his attention. The Consultant will be responsible for informing the Contractor clearly and unambiguously on decisions made by the Engineer on these and all other issues of relevance to the proper execution of the Contract.

The Consultant shall organise monthly progress site meetings and shall monitor the progress of the works and shall report on these issues to all parties concerned in his Monthly Progress Reports.

The Contractor is responsible for the construction and handing over of the works in accordance with the Contract. The Consultant shall ensure that any modification/variation to the Contract is approved in accordance with the provisions in the Conditions of Contract.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings and that a sufficient number of fixed monuments be established as permanent reference of coordinates.

2 Verification of Quality of Works

The Consultant shall verify that all works are carried out in conformity with the Standard and Special specifications. He shall request the Contractor to issue written method statements to both the Contractor's foremen and the Consultant's inspectors for each field activity and shall ensure that the agreed work methods are strictly adhered to.

3 Verification of Quantity of Executed Works

The Consultant shall verify the accuracy of the primary setting out of works in accordance with the new approved design. The Consultant shall ensure that adequate references will be established for the verification of quantities to be brought into the works.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings and that a sufficient number of fixed monuments be consolidated as a permanent reference of coordinates. Particular attention will be given to the establishment of stable reference points in areas where settlements are to be expected.

4 Verification of Quality of Materials Used

The Contractor will test all materials to be used for the works prior to incorporating them in the works. The Consultant will check the quality of these materials in accordance with the Conditions of Contract for compliance with the Standard and Special Specifications.

The Consultant shall in principle, carry out these tests on site in a site laboratory to be provided through the works contract. A Senior Laboratory Technologist and a Laboratory Technologist are to be supplied by the Consultant, while lab attendants to assist him will be provided under the Works Contract.

Tests for which the site laboratory does not have the equipment required may be carried out in third party laboratories under the relevant stipulations of the conditions of the works contract and shall be paid through the works contract.

5 Verification of Measurements and Issuance of Interim Payment Certificates

The Consultant and the Contractor shall measure jointly all works completed, using mutually agreed methods and frequencies. Wherever the Consultant finds necessary, additional verifications of the measurements shall be undertaken.

In addition, the Consultant and the Contractor shall estimate jointly and on a weekly basis the progress of the works. Towards the end of each month, these estimates will serve to establish the quantities payable to the Contractor's interim payment certificate for that period.

The Consultant shall finalise at regular intervals all measurements taken and agreed with the Contractor for completed sections of the road and shall take off quantities on which basis the final accounts will be elaborated in draft after the Taking over Certificate is issued and in final after the Defects Liability Period. The draft accounts shall be established during the month following Taking Over of the works and shall be analysed in the Final Project Completion Report.

6 Compilation of Progress Reports

The Consultant shall prepare Monthly Progress Reports to inform all parties concerned in a transparent and concise way about the progress of works (including critical path analysis and progress photographs), the financial situation of the project and about possible difficulties encountered. The Consultant shall prepare Quarterly Progress Reports at the end of every quarter of the financial year.

The Consultant shall maintain documentary and photographic records. The documentary records shall include a daily Site Diary and details of all contractual correspondence and data; all work stoppages or delays; accidents on site; official visitors to site; weather records; details of all daily site activities showing the start and end time and full details of the personnel and equipment or resources employed per activity. It shall contain detailed records of the Contractor's equipment on site and its date of manufacture, previous hours worked and condition, its precise date of arrival or removal from site, the date commissioned to commence work, its availability and utilisation. Equipment availability figures for each category of equipment shall be established.

In respect of photographic data, the Consultant shall maintain a record of digital progress photographs (using a digital camera to be provided under the Works Contract) taken throughout the Contract period at set locations and of any construction activity of technical or contractual interest at any time. Each photograph is to be captioned with; reference number, time, date, precise location, subject and points of particular note. These digital data shall be stored on a CD-ROM together with the captions and shall be made available to the Engineer on a monthly basis.

7 Advice on Problems Arising during the Execution of the Works

In the event problems of engineering nature arise during the execution of the works, the Consultant will address these problems and suggest solutions. In the event the nature of these problems will justify so, they will be subject to a special report to the Engineer. Any instruction to the Contractor providing a clarification of or a variation to specifications and/or drawings will be given in writing.

Variation Orders shall be issued in respect of variations to specifications and/or drawings. These Variation Orders will need prior approval of the Engineer and the Employer in the event they will give rise to additional expenditure and/or an extension of the Contract period.

Problems of non-engineering nature shall be brought to the attention of the Engineer, who will decide whether these problems can best be analysed on site by the Consultant or referred to other competent bodies. The Consultant shall bring to the attention of the Client any problems regarding land acquisition, right of way and damage to third party property and shall play a coordinating role with respect to problems regarding public utilities and traffic management outside the construction site, unless these problems relate to the Contractor's deviation roads.

8 Monitoring of Sound Use of Resources and Protection of the Environment

The Consultant shall monitor human and material resources mobilised by the Contractor and keep a comprehensive record of these resources and the use made thereof. In his periodic reporting the Consultant shall relate resources mobilised and works performed. Unbalanced resources or discrepancies between projected outputs and works performed will be brought to the attention of the Contractor.

The Consultant shall monitor the environmental impact of the works and issue the necessary instructions to the Contractor whenever avoidable damage to the environment occurs or is likely to occur. In

particular, the Consultant shall monitor the full respect of the following recommendations for environmental protection during implementation of the project:

- Advise on proper location of Contractor's campsites to an area so as to minimise disruption to local population, fauna and flora and watercourses; provision of adequate drainage facilities and treatment of sewage and waste disposals and ensure that camp areas are dismantled and rehabilitated once construction is completed.
- Minimise water and soil pollution as a result of the works;
- Minimise noise and dust levels.
- Shape and landscape all borrow pit and quarry sites.
- Minimise the risk of soil erosion, stabilise bridge sites and the inlets and outlets of culverts on erosive soils with gabions or stone pitching.

9 *Coordination with Third Parties*

The Consultant shall ensure that all parties involved in the works will be informed about the developments on site relevant to their respective competences. Representative of public utility firms, traffic police, local government and water management bodies shall be invited from time to time to site whenever necessary to hold special coordination meetings.

10 *Analysis of Contractor's Claims*

Any claims submitted by the contractor during the course of the works will be analysed by the Consultant and appropriate advice will be given to the Engineer on their validity. These services are deemed to be part of the responsibilities of the consultant and do not entitle him to any additional fees.

11 *As-built drawings*

The Consultant shall keep a precise record of all modifications to the plans ordered to the Contractor and enter these modifications in electronic format in the relevant drawings. At End of Defects Liability Period of the works the electronic files will be edited and a comprehensive file titled "As built drawings" will be issued to the Employer and the Engineer in electronic format and hard copy.

12 *Substantial Completion of the Works*

When the works are nearing substantial completion, the consultant shall inspect the works jointly with the contractor and shall establish lists specifying the remaining works. These works may concern corrections to work already done or completion of outstanding works. The Consultant shall notify the Engineer that the works are substantially complete and may be inspected for handing over to the Employer.

The Consultant shall prepare a Taking over Certificate to be signed by the parties concerned after the Substantial Completion inspection. A list of outstanding works and any defects noted during the inspection will be appended to the certificate, specifying the time within which these works are to be completed or when defects have to be corrected.

(c) *Phase III: Services during the Defects Liability Period*

Some man-month inputs is foreseen for the Resident Engineer, Materials Technologist, Draughtsman and a Site Inspector during the defects liability period which should be utilised on intermittent basis as deemed appropriate for the following services (without being limited to):

- Inspection of designated outstanding works and correction of defects.
- Drawing the attention of the Contractor to any defects as soon as such defects are noticed on the road and supervision of the subsequent repairs.
- Assisting in the Defects Liability inspection and preparing the Defects Liability Certificate.
- Finalising the final As-built Drawings within 30 days after Substantial Completion Inspection.

- Documentation of contractual matters pertaining to the works and completion of the Final Project Completion Report, Final Accounts.

The Consultant shall give necessary instructions to the Contractor to avail those specific site facilities that shall be required during the maintenance period with respect to the site office, laboratory, houses and equipment and vehicles.

At the end of the maintenance period, and provided that all defects shall have been completed to his satisfaction, the Consultant shall notify the Engineer that the Contractor has completed all outstanding works and has remedied all defects at the end of the defects liability period for an inspection to be carried out.

5.6 Project Management, Contractual Framework and Responsibilities

The Consultant selected for the supervision of the works, hereinafter called the Consultant, will be the Engineer's Representative for the works contract. The Engineer will delegate certain of his responsibilities for the implementation of the works contract to the Engineer's Representative within the framework of the FIDIC Conditions of Contract.

Responsibilities that the Engineer will retain with respect to the works contract will include all legal and financial issues arising from claims and disputes by third parties relating to land tenure, national planning, damage caused to commercial interests and issues of similar nature. The Engineer will also retain the responsibilities for the project budget and the management of the financial allocations to the contracts, conclusion of these contracts and issuing of commencement orders and variation orders. In these matters he will closely liaise with the Engineer.

The Engineer shall identify a Project Engineer, who will facilitate decision making in matters pertaining to the supervision and the works contracts that are either not covered by the delegation of powers to the Consultant or that need a decision by the Engineer once the Consultant has fulfilled all his obligations under these Terms of Reference. The Project Engineer will be the Consultant's day-to-day contact person in the Kenya National Highways Authority. The Consultant will keep the Project Engineer informed in a detailed way of all developments on site. The Project Engineer will visit the site regularly and will attend all site meetings.

5.7 Requirements

(a) Staff Required for the Design Phase

The Consultant shall provide the following staff required for the performance of the duties described above during the design phase:

1. K1: Project Director/Team Leader
2. K2: Highways Engineer / Measurement Engineer
3. K3: Materials/Geotechnical Engineer
4. K4: Drainage Engineer / Hydrologist
5. K5: Structural Engineer
6. K6: Transport / Traffic Engineer
7. K7: Environmentalist
8. K8: Sociologist
9. K9: Surveyor
10. K10: Senior Materials Technologist
11. K11: Asst. Highways Engineer
12. K12: Asst. Materials Engineer
13. K13: Asst. Drainage / Structural Engineer
14. K14: Draughtsman (CAD Expert)

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

1 *K1: Project Director/Team Leader*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be a Registered Engineer and Registered Consulting Engineer with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 12 years practical post-qualification experience

c Specific Professional Experience

Must have extensive broad experience in highway design works contract administration, evaluation of contractor's claims for at least 10 years and more specifically have recent service as a Project Engineer on at least two highway construction contracts of comparable magnitude. Knowledge of FIDIC contract procedure is mandatory. Previous experience on road projects in East Africa will be an advantage.

2 *K2: Highways Engineer / Measurement Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be registered with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 10 years practical post-qualification experience in road projects.

c Specific Professional Experience

Must have previous relevant experience of at least 6 years as a measurement engineer or highway engineer gained on road design and construction contracts with particular experience in highway design, estimation of quantities, writing specifications and contract administration, and measurement of works. Must be familiar with latest highway design computer applications. Knowledge of FIDIC contract procedures is desirable.

3 *K3: Materials/Geotechnical Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be registered with Engineers Board of Kenya or equivalent such as the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 10 years practical post-qualification experience in road projects

c Specific Professional Experience

Must have 8 years relevant experience in soils and materials sampling and testing, and geotechnical investigations for road construction contracts. Experience in bituminous materials testing and quality control is mandatory.

Experience with analytical pavement evaluation methods is desirable. Previous experience on road projects in East Africa will be an advantage.

4 *Drainage Engineer / Hydrologist*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or Hydrology or equivalent and be registered with a relevant professional body. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 8 years practical post-qualification experience

c Specific Professional Experience

At least 6 years' experience in hydrological and hydraulic analysis and design of bridges and minor road drainage structures including urban drainage systems. Should be familiar with the latest Computer Aided Design applications. Must have demonstrated experience in hydrological/ hydraulic capacity design of road drainage structures such as box culverts and bridges.

5 *K5: Structural Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent, such as Member of the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 8 years practical post-qualification experience

c Specific Professional Experience

At least 6 years' experience in structural analysis and design and construction of bridges and minor road drainage structures including urban drainage systems. Should be familiar with the latest Computer Aided Design applications.

6 *K6: Transport / Traffic Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent, such as Member of the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 8 years practical post-qualification experience

c Specific Professional Experience

At least 6 years of recent experience in traffic engineering studies including full road network analyses.

7 *K7: Environmentalist*

a Qualifications and Skills

Must possess a Bachelor's Degree or equivalent and be registered as Lead Expert (NEMA).

b General Professional Experience

A minimum of 10 years of practical post qualification experience in environmental studies of infrastructural projects.

c Specific Professional Experience

Must have relevant previous experience as an environmentalist gained on an infrastructure project, especially in East Africa. Previous work done on highway project would be an added advantage.

8 *K8: Sociologist*

a Qualifications and Skills

B.A. in Sociology or relevant social science.

b General Professional Experience

A minimum of 8 years of practical qualification experience in infrastructural projects.

c Specific Professional Experience

Must have broad experience in social studies of at least one highway construction project and one highway design project of comparable magnitude. Previous experience on road projects in East Africa will be an added advantage.

9 *K9: Surveyor*

a Qualifications and Skills

Must possess a Bachelor's Degree in Survey & Photogrammetry or equivalent and be registered with the Institute of Surveyors of Kenya or equivalent such as Chartered Surveyor of the Royal Institute of Chartered Surveyors (U.K.) etc.

b General Professional Experience

A minimum of 8 years practical post-qualification experience in road projects.

c Specific Professional Experience

At least 4 years of recent experience in carrying out topographic survey and mapping of road projects using the latest electronic survey equipment including GPS, Total Stations and associated computer applications. Experience on road projects in East Africa will be an advantage.

10 *K10: Senior Materials Technologist*

a Qualifications and Skills

Must possess a Higher National Diploma in Civil Engineering from Kenya Polytechnic or equivalent.

b General Professional Experience

A minimum of 8 years practical post-qualification experience on road projects.

c Specific Professional Experience

Must be experienced on soils and materials sampling and testing for large road construction contracts. Particular experience with laboratory testing of stabilised mixes, bituminous mixes and surface dressing is essential.

11 *K11: Asst. Highways Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be registered as a Graduate Member with the Engineers Board of Kenya or equivalent

b General Professional Experience

A minimum of 4 years practical post-qualification experience in road projects.

c Specific Professional Experience

Must have previous relevant experience of at least 2 years gained on a highway construction contracts with particular experience in highway design, estimation of quantities, writing specifications and contract administration, and measurement of works. Must be familiar with latest highway design computer applications. Knowledge of FIDIC contract procedures is desirable.

12 *K12: Asst. Materials Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be registered as a Graduate Member with the Engineers Board of Kenya or equivalent.

b General Professional Experience

A minimum of 4 years practical post-qualification experience in road projects.

c Specific Professional Experience

Must have previous relevant experience of at least 2 years gained on soils and materials sampling and testing for large road construction contracts. Particular experience with laboratory testing of stabilised mixes, bituminous mixes is essential.

13 *K13: Asst. Drainage/Structural Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be registered as Graduate Member with the Engineers Board of Kenya or equivalent.

b General Professional Experience

A minimum of 4 years practical post-qualification experience in road projects.

c Specific Professional Experience

At least 2 years of experience in structural analysis and design and construction of bridges and minor road drainage structures including urban drainage systems. Should be familiar with the latest Computer Aided Design applications. Must have demonstrated experience in hydrological/ hydraulic capacity design of road drainage structures such as box culverts and bridges.

14 *K14: Draughtsman (CAD Expert)*

a Qualifications and Skills

Must possess an Ordinary Diploma in Civil Engineering or Cartography or equivalent.

b General Professional Experience

A minimum of 4 years practical post-qualification experience.

c Specific Professional Experience

Must be experienced in the production of office and site production of drawings and site construction details using appropriate CAD software.

(b) Staff Required for the Construction Supervision and Defects Liability Period

The Consultant shall provide the following staff required for the performance of the duties described above during the construction supervision phase:

1. K1: Project Director/Team Leader
2. K2: Resident Engineer
3. K3: Deputy Resident Engineer / Measurement Engineer
4. K4: Materials Engineer
5. K5: Drainage Engineer / Hydrologist
6. K6: Environmentalist
7. K7: Sociologist
8. K8: Surveyor
9. K9: Senior Materials Technologist
10. K10: Senior Road Inspectors (3 No.) for Earthworks, Structures and Asphalt Works respectively
11. K11: Materials Technologist (2No.)
12. K12: Asst. Highways Engineer

During the Defects Liability Period (DLP), only the following Consultant's staff will be engaged:

- a. Resident Engineer
- b. Site Inspectors.
- c. Material Technologists

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

1 *K1: Project Director/Team Leader*

Refer to the previous section for the required qualifications and experience.

2 *K2: Resident Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 12 years practical post-qualification experience

c Specific Professional Experience

Must have extensive broad experience in highway design works contract administration, evaluation of contractor's claims for at least 10 years and more specifically have recent service as a resident engineer on at least one highway construction contract of comparable magnitude. Knowledge of FIDIC contract procedure is mandatory. Previous experience on road projects in East Africa will be an advantage.

3 *K3: Deputy Resident Engineer / Measurement Engineer*

a Qualifications and Skills

Must possess a Bachelor's Degree in Civil Engineering or equivalent and be registered with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.) etc. A Masters Degree will be an added advantage.

b General Professional Experience

A minimum of 10 years practical post-qualification experience in road projects.

c *Specific Professional Experience*

Must have previous relevant experience of at least 6 years as a measurement engineer or deputy resident engineer gained on road construction contracts with particular experience in estimation of quantities, writing specifications and contract administration, and measurement of works. Knowledge of FIDIC contract procedures is desirable.

4 *K4: Materials/Geotechnical Engineer*

Refer to the previous section for the required qualifications and experience.

5 *K5: Drainage Engineer / Hydrologist*

Refer to the previous section for the required qualifications and experience.

6 *K6: Environmentalist*

Refer to the previous section for the required qualifications and experience.

7 *K7: Sociologist*

Refer to the previous section for the required qualifications and experience.

8 *K8: Surveyor*

Refer to the previous section for the required qualifications and experience.

9 *K9: Senior Materials Technologist*

Refer to the previous section for the required qualifications and experience.

10 *K10: Senior Road Inspectors (3 No.)*

a *Qualifications and Skills*

Must possess a KNEC Diploma in Civil Engineering or its equivalent.

b *General Professional Experience*

A minimum of 6 years practical post-qualification experience

c *Specific Professional Experience*

Must be experienced on-site inspection and works measurement of road construction contracts. Familiarity with electronic survey equipment will be an advantage.

11 *K11: Materials Technologist (2 No.)*

a *Qualifications and Skills*

Must possess an Ordinary Diploma in Civil Engineering or equivalent.

b *General Professional Experience*

A minimum of 6 years practical post-qualification experience on road projects

c *Specific Professional Experience*

Must be experienced on soils and materials sampling and testing for road construction contracts. Particular experience with laboratory testing of stabilised mixes, bituminous mixes is essential.

12 ***K12: Asst. Highways Engineer***

Refer to the previous section for the required qualifications and experience.

13 ***K12: Evaluation of Support Staff***

The CVs of support staff shall not be evaluated in the technical proposal. However, they will need to be submitted by the successful consultant during the negotiation stage.

(c) Staff input through the Project Phases

The allocation of staff schedule to the three phases is necessary for prudent planning of activities. However, to ensure smooth sharing of information and data across phases, all proposed staff may be called upon to work during any of the phases.

(d) Work Schedule

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

(e) Facilities to Be Provided by the Employer

Under the Terms and Conditions of the **Works Contracts**, the Consultant shall be provided with:

- Furnished and equipped site office.
- Accommodation allowance (per diem) when needed.
- Site transport in the form of supervisory vehicles and
- Other site facilities, survey and drawing office equipment, computers and utilities necessary for the execution of the services, including office consumables, and office operating expenses.

It shall be the responsibility of the Consultant to supervise the supply and provision and maintenance of the said buildings, furniture, equipment and vehicles by the Work Contractor in accordance with the works contract. The Consultant shall ensure that any items designated to revert to the Employer after completion of the Works Contract are officially handed over to the Employer in good condition as soon as they are no longer required on the Works Contract.

5.8 Reporting And Time Schedule

(a) Commencement

The date for the commencement of Services is Fourteen (14) calendar days after order to commence or such other time period as the parties may agree in writing.

(b) Reports

The Consultant shall prepare and submit to the Client a set of the following reports for each of the sections:

- (i) Gatitu Junction – Shell Junction Roundabout (UCB5-Thika) Road (1 km long)
- (ii) Kimbo – Murera Junction (L4_Ruiru) Road (4 km long)
- (iii) Theta Bridge

All reports shall be in English and prepared on A4 metric size paper and be submitted in one (1) hard copy and three (3) soft copies on flash disk for all reports.

1 **Phase 1: Design**

a **Preliminary Design**

i. **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

ii. **Progress Reports**

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. This shall contain preliminary conclusions (covering such topics as traffic 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.

iii. **Preliminary Design Report**

This shall incorporate all revisions deemed necessary arising from comments received from the County Government of Kiambu, following discussions and agreement between the entity and the Consultant from time to time. It shall include a concise executive summary in which the project design standards and cost estimates shall be shown clearly.

It shall incorporate the following reports but is not limited to:

1. Engineering Report
2. Structural Report
3. Materials and Pavement Report
4. Traffic Report
5. Hydrology Report
6. Road Safety Audit Report

b **Detailed Engineering Design**

iv. **Progress Reports**

These shall be prepared at monthly intervals after commencement date, and shall detail all work performed during the reporting period. They shall contain advanced conclusions 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.

v. **Design Road Safety Audit Report**

This shall summarize the findings, analyses, results and recommendations of the Road Safety Audit, and shall contain all supporting material.

vi. **Final Report:**

This shall incorporate all revisions deemed necessary arising from comments received from the County Government of Kiambu, following discussions and agreement between the entity and the Consultant

Preparation of the final documentation shall include the following numbers of reports and drawings, which shall be submitted to the County Government of Kiambu in One (1) hard copy and Three (3) soft copies for all reports as listed below.

1. Final Engineering Report;
2. Factual Materials Report for Tender purpose without opinions or interpretation of Results;
3. Final Materials Report;
4. Final Book of Drawings (A3 size) as plan and profile drawings, cross-sections, layout of junctions, traffic signs, and road marking.
5. Construction Documents including Bills of Quantities, Special Specifications, Conditions of Contract and Conditions of Bid, all as necessary for the proper solicitation of tenders;

6. Computer output of all setting out data;
7. Engineer's Cost estimates (confidential).

Consultant to print extra hard copies of the above reports for the Client upon request.

All documents must be submitted with 5 copies of Flash disk, and the data must be in the original editable format of the computer programme/software which created it or any other form that shall be requested by the Client.

A certificate shall be issued after an inspection committee certifies that the consultant has fulfilled his contractual obligation in accordance with Clause 3 and 6 of the Conditions of Contract.

2 *Phase 2: Construction Supervision and Defects Liability Period*

The Consultant shall prepare Monthly Progress Reports during the period of execution of the works contract, and submit them within 7 days after the end of the reporting month. Quarterly Summary Reports shall be prepared every quarter of the financial year and submitted within 7 days after the end of the reporting period. The Provisional Completion Report including Provisional Accounts is to be submitted within 7 days after the Provisional Acceptance of the last section of the works. The Final Project Completion Report and Final Accounts are to be submitted within 7 days after the Defects Liability Certificate of the works.

The reports shall be written in English, and shall be submitted in the number of copies tabulated below.

The Final Project Completion Report shall comprehensively evaluate the project with regard to both the works contract and the supervision service contract, include a summary of the principle difficulties encountered during construction and the means employed to overcome them, changes made in the original designs, modifications to the technical specifications and conditions of contract, all variation orders, utilisation of provisional sums, variation of prices, utilisation of contingency amounts, cumulative monthly payments to the contractor designated by dates and a similar schedule for the supervision contract. The report shall contain all observations or recommendations that the Consultant wishes to draw to the attention of the Engineer and the Employer as regards the works contract or the service contract.

In their Methodology Statement, the Consultant shall provide a fixed layout for these reports. The reports shall be submitted as follows:

1. Monthly Progress Reports
2. Quarterly Progress Summary Reports
3. Provisional Completion Report
4. Provisional Accounts (at project closure)
5. Final Project Completion Report
6. As build drawings (hard and soft copies)

(c) Time Schedule

The assignment shall be completed within twenty-four (22) months from commencement as shown below:

S/N	Task	Duration (Months)
1.	Design	3
2.	Construction Supervision	7
3.	Defects Liability Period	12
Total		22

The following tentative time schedule for the design, construction and defects liability phases shall be observed:

S/N	Activity	Month	Responsibility
1.	Commencement of Services	M+0	CGK/Consultant
2.	Inception Report	M+0.5	Consultant
3.	Comments and Approval by CGK	M+1	CGK
4.	Design Progress Reports	M+1, M+2, ...M+n	Consultant
5.	Preliminary Design Reports	M+2	Consultant
6.	Workshop	M+2	CGK
7.	Comments and Approval by CGK	M+3	Consultant/CGK
8.	Final Design Reports	M+4	Consultant
9.	Supervision Progress Reports	M+4+1, M+4+2, ...M+4+n	Consultant
10.	Construction Completion Report including "As Built Drawings"	M+4+7+12+1	Consultant
11.	Defects Liability Reports	Quarterly during defects liability period	Consultant
12.	Draft Completion Project	End of Defects Liability Period	Consultant
13.	Final Completion Project	COMPLETION+12+1	Consultant

The Consultant should be prepared to attend meetings with the Client to discuss the assignment at any stage.

5.9 **Obligations of the Client and the Consultant**

(a) **Client's Obligations**

1 **Documents and Reports**

The Client 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 the purchase fee of maps, manuals and other documents.

The Client will:

- Ensure free access to all sites and locations connected with the execution of the study;
- Provide the Consultant with any assistance as the Consultant may be entitled to in accordance with the Terms of Reference
- Provide the Consultant with all documents, data, any existing photographs and other information pertaining to the study that are available with the Government; and
- Provide, at their option, counterpart personnel for on-the-job training with the consultant.

In particular, the Client shall provide the following

- All data and reports pertaining to the design studies that have been carried out for the road
- Available data and information on road inventory and traffic counts;
- Recent road construction and maintenance costs; and
- Unhindered access to pertinent data.
- The Project Technical Team shall provide liaison with other Ministries, Agencies 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.

f. The Government shall ensure that correspondence exchange in respect of the implementation of the study is treated promptly by the agency in order to avoid any delay.

(b) Consultant's Obligations

All information, data and reports obtained from the Government in the execution of the services of the Consultant shall be properly reviewed and analysed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data, and reports shall be treated as confidential and returned to the Government upon completion of the assignment.

The consultant shall be responsible for analyses, interpretation, and conclusion made from the data and information provided by the client.

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

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

The Consultant shall provide a training plan for any counterpart personnel as approved by the Client.

All reports and documents relevant to the project, maps, field survey notes, computer programs and electronic data, etc. shall become the property of the Government. The Consultant shall provide the originals of maps, plans and all drawings with final construction documents both in hard and soft copies in flash disks and in acceptable electronic formats.

5.10 Training and Knowledge Transfer

The Client will second junior engineers and other technical personnel to the project and they will work closely with the Consultant in order to make use of the opportunity for technology transfer. The consultant must include in his methodology a detailed training programme. These Counterpart Personnel will work under management of the Consultant.

6 SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

PREFACE

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC includes clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity is paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

6.1 **CONTRACT FOR CONSULTANT'S SERVICES**

Lump-Sum Contract Consulting Services for:

Contract No.:

Contract Description:

Between

[Name of the Procuring Entity]

And

[Name of the Consultant]

Date:

6.2 FORM OF CONTRACT - LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (herein after called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the “Procuring Entity”) and, on the other hand, [name of Consultant] (herein after called the “Consultant”).

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (herein after called the “Consultant”).]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
 - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity] [Authorized Representative of the Procuring Entity–name, title and signature]*

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant–name and signature]*

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]*
[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

7 SECTION 7: GENERAL CONDITIONS OF CONTRACT

7.1 A. GENERAL PROVISIONS

1. Definitions

- a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- d) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- f) “Day” means a working day unless indicated otherwise.
- g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- i) “Foreign Currency” means any currency other than the currency of Kenya.
- j) “GCC” mean these General Conditions of Contract.
- k) “Government” means the government of Kenya.
- l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- n) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

- p) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

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

8. Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize themember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations

towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

10.2 **Commissions and Fees**-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gent or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

7.2 B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13. Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- a) 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.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:

- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Entity

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d If, as the 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) calendar days;
- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

- a The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.
- b If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c If, as the 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) calendar days.
- d If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.3 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.4 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

e. Payment up on Termination

19.1.5 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a Payment or Services satisfactorily performed prior to the effective date of termination; and
- b In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

7.3 C. OBLIGATION S OF THE CONSULTANT

20. General

a. Standard of Performance

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

- 21.1 The Consultant shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Subconsultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract

termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring Entity in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

7.4 D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30. Replacement of Key Experts

- 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

- 31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

7.5 E. OBLIGATIONS OF THE PROCURING ENTITY

32. Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to: a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- 32.2 Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts

of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

32.3 Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35. Services, Facilities and Property of the Procuring Entity

35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36. Counterpart Personnel

36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCF below.

7.6 F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40. Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.1.1 The payments under this Contract shall be made in monthly remuneration. The price payable is set forth in the payments will be made according to the payment schedule stated in the SCC.

40.1.2 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.1.3 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.1.4 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.1.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.1.6 With the exception of the final payment under 41.2.3above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41. Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

7.7 **G. FAIRNESS AND GOOD FAITH**

42. Good Faith

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.8 **H. SETTLEMENT OF DISPUTES**

43. Amicable Settlement

43.1.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.2 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44. Dispute Resolution

44.1.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

8 SECTION 8: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are [fill in at negotiations with the selected firm]:</p> <p>Procuring Entity: County Government of Kiambu: Chief Officer</p> <p>E-mail: tenders@kiambu.go.ke Consultant:</p> <p>Attention:</p> <p>Facsimile:</p> <p>E-mail:</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "NIA"; OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.}</i></p> <p>The Lead Member on behalf of the JV is <i>insert name of the member}</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: Chief Officer –</p> <p>For the Consultant: [As agreed by both parties during the negotiation meeting}</p>
11.1	<p>The effectiveness conditions are the following:</p> <p><i>[Note: If there are no effectiveness conditions, state "NIA"] OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1 (a)), etc.}</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <i>[As agreed by both parties during negotiation meeting].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be <i>[As agreed by parties during the negotiation Meeting].</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 22 months, consisting of:</p> <p><i>Design: Three (3) months]</i> <i>Construction: seven (7) months]</i> <i>Defects Liability Period: Twelve (12) months]</i></p>
21 b.	<p>The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC</p> <p>21.1.3</p> <p>Yes</p>

23.1	<p>No additional provisions.</p> <p><i>/OR</i></p> <p>The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Procuring Entity:</p> <p class="list-item-l1">(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity:</p> <p class="list-item-l2">(i) for any indirect or consequential loss or damage; and</p> <p class="list-item-l2">(ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b)</p> <p>This limitation of liability shall not</p> <p class="list-item-l1">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p class="list-item-l1">(ii) Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><i>[Notes to the Procuring Entity and the Consultant:</i></p> <p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity <u>prior to accepting any changes</u> to what was included in the issued RFP.</i></p>
Number of GC Clause	<p>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</p>

	<p><i>To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only (for the re-performance of) faulty Services is not acceptable to the Procuring Entity. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a</i></p> <p><i>Claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows: <i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of The Contract sum</p>
27.1	<p>The additional rights to the use of the documents are:</p>
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

	<i>[As specified by both parties during the negotiations}</i>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i></p> <p><i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these <i>[as agreed by both parties during negotiations]</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]</i></p> <p><i>[OR]</i></p> <p><i>[The Procuring Entity shall not use these <i>[As agreed by both parties during negotiations]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p><i>[OR]</i></p> <p><i>[Neither Party shall use these <i>[As agreed by both parties during negotiations}</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
32.1 (a) through (e)	<i>[Any changes or additions to Clause GCC 32.1 shall be as agreed by both parties)</i>
32.1(f)	<i>[List here any other assistance to be provided by the Procuring Entity. (As agreed by both parties</i>
38.1	<p>The Contract price is: <i>{As proposed or indicated in the Financial Proposal}</i> <i>[indicate: inclusive or exclusive}</i> of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[as agreed by both parties: "be paid "or "reimbursed "]</i> by the Procuring Entity <i>[as agreed by both parties: "for "or "to"]</i> the Consultant.</p> <p>The amount of such taxes is <i>[insert the amount as finalized at the Contract's negotiations on the basis of the tax amounts provided by the Consultant in Form FIN- 2 of the Consultant's Financial Proposal.</i></p>
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

39.1 and 39.2	<p><i>[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or</i></p> <p><i>(ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)}</i></p> <p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract 's negotiations (Form FIN2)}</i></p> <p><i>If ITCJ 6.3 indicates a tax exemption status, include the following: "the Consultant, the Sub</i></p> <p><i>consultants and the Experts shall be exempt from"</i></p> <p><i>OR</i></p> <p><i>If ITCJ 6.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>"the Procuring Entity shall pay on behalf of the Consultant, the Subconsultants and the Experts," OR "the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts"} any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity' s country, on the Consultant, the Subconsultants and the Experts in respect of:</i></p> <ul style="list-style-type: none"> <i>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than national s or permanent residents of Kenya), in connection with the carrying out of the Services;</i> <i>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub- consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</i> <i>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;</i> <i>(d) any property brought into Kenya by the Consultant, any Subconsultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity's country, provided</i>
Number of GC Clause	<p>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</p>

	<p>that:</p> <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity's country.
41.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A}</i></p> <p><i>1st payment: [As agreed by both parties during negotiation). If the first payment is an advance payment, it shall be made against the bank guarantee/or the same amount as per GCC 41.2.1}.</i></p> <p><i>Design Phase payments upon submission of the following deliverables</i></p> <p>Inception Report: 10 %</p> <p>Preliminary Designs:60 %</p> <p>Detailed Design and Construction documents: 30 %</p> <p>Payments for Construction Supervision shall be paid on a monthly basis (Monthly renumerations) [Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity}</p>
41.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)} The following provisions shall apply to the advance payment and the advance bank payment guarantee:</i></p> <p class="list-item-l1">(1) An advance payment [of as agreed by both parties in the negotiation meeting) in foreign currency] [and of [as agreed by both parties in the negotiations} in Kenya Shillings] shall be made within [as agreed by both parties in the negotiations] days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
41.2.4	<p>The accounts are:</p> <p>For foreign currency: <i>[As agreed by both parties during negotiations]</i>.</p> <p>For local currency: <i>[As agreed by both parties during negotiations]</i>.</p>
42.2.5	<p>The interest rate is: <i>[This is usually based on the prevailing rate of Central Bank of Kenya plus 3 percentage points]</i>.</p>
45 .1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs - Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two Arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed , the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague,- the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.,- the International Chamber of Commerce, Paris,- etc.]</i>.</p> <p class="list-item-l1">(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p class="list-item-l1">2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p class="list-item-l1">3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p class="list-item-l1">4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>{If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties}</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p class="list-item-l2">(a) The country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties]</i>; or</p> <p class="list-item-l2">(b) The country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p class="list-item-l2">(c) The country of nationality of a majority of the Consultant's [or</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>of any members' or Parties'] shareholders; or</p> <p>(d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>

9 SECTION 9: APPENDICES

9.1 Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

9.2 Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

9.3 Appendix C – Breakdown of Contract Price

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}

9.4 Appendix D - Form of Advance Payment Guarantee

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment..... [Bank's Name

and Address of Issuing Branch or Office] Beneficiary

[Name and Address of Procuring

Entity]

Date:

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [Name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called" the Consultant") has entered into Contract No [Reference number of the contract] dated with you, for the provision of

[Brief description of Services] (Herein after called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of..... [Amount in figures] (.....) [Amount in words] is to be made against an advance payment guarantee. At the request of the Consultant, we

..... *[Name of bank]* here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[Amount in figures]*

(.....)

[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number at *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made

Full repayment of the amount of the advance payment, or on the day of, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

PREFACE

This Section includes a Time-Based Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.

Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.

The template is designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump-Sum and Time- Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time-Based Contract. In such event; both types of contracts shall be signed at the same time.

In case a Time-Based Contract is not used, please delete the contract template for timebased contract before issuance of the RFP to Consultants.

CONTRACT FOR CONSULTANT'S SERVICES

TIME-BASED CONTRACT

Consulting Services for:

Contract No.:

Contract Description:

Between

[Name of the Procuring Entity]

And

[Name of the Consultant]

Date:

FORM OF CONTRACT-TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (herein after called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Procuring Entity has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:

- a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and

b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity]* *[Authorized*

Representative of the Procuring Entity–name title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]* *[Authorized Representative of the Consultant–name and signature]*

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[Insert the name of the Joint Venture]* *[Name of the lead member]*

[Authorized Representative on behalf of a Joint Venture] *[Add signature blocks for each member if all are signing]*

10 SECTION 10. NOTIFICATION FORMS

10.1 NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: *[insert the name of the Entity]*

Contract title: *[insert the name of the contract]*

RFP No: *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name	<i>(Insert Name)</i>
Address:	<i>(Insert address of the successful consultant)</i>
Contract Price	<i>(Insert contract price of the successful consultant)</i>

(i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)

[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]

(ii) **Reason/s why your Proposal was unsuccessful** [Delete if the combined score already reveals the reason].

[INSTRUCTIONS: State the reasons why this consultant's Proposal was unsuccessful. Do Not include:
 (a) a point-by-point comparison with another consultant's Proposal or (b) information that is marked confidential by the consultant in its proposal.]

(iii) **How to request a debriefing** [This applies only if your proposal was unsuccessful as stated under point (3) above].

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [Insert the name of the Procuring Entity]:

Signature: Name:
..... Title/position:
.....

Telephone:

Email:

10.2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD APPLICATION

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED (Applicant) Dated on..... day of/..20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

10.3 NOTIFICATION OF AWARD

[Use letterhead paper of the Procuring Entity] [Date] _____ To: _____ [name and address of the winning Consultant] Subject: Notification of Award Contract No.....

This is to notify you that your Proposal dated *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on for the contract amount of *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____

Name and Title _____ of Signatory:

Name _____ of _____
Agency:

Attachment: *Draft Negotiated Contract*

10.4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or indirectly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Request for Proposal Reference No.: [insert identification no] Name of the Assignment: [insert name of the assignment] to: [insert complete name of Procuring Entity]

In response to your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership:[select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of Beneficial Ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes/No)	Directly or indirectly holding 25% or more of the voting rights (Yes/No)	Directly or indirectly having the rights to appoint a majority of the board of the directors or an equivalent governing body of the consultant (Yes/ No)
<u>[Include full name (last, middle, first), Nationality, Country of residence]</u>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of*

the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

*Name of the Consultant: * [insert complete name of the Consultant]*

—

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [Insert month], [insert year]