

WAJIR COUNTY GOVERNMENT



REQUEST FOR PROPOSAL

FOR

DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION

OF

VARIOUS ROADS WITHIN WAJIR COUNTY

TENDER No.: WCG/T/RT/55/2018-2019

Tender Advert Date: 6th FEBRUARY, 2019

Tender Closing Date: 19TH FEBRUARY, 2019

TIME: 10.00 AM

FEBRUARY, 2019

**COUNTY SECRETARY
WAJIR COUNTY GOVERNMENT
P.O. BOX 9-70200
WAJIR**

**COUNTY CHIEF OFFICER (ROADS)
WAJIR COUNTY GOVERNMENT
P.O. BOX 9-70200
WAJIR**

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND
CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY**

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SECTION A: LETTER OF INVITATION

To _____ [date]

[Name and address of Consultant)

Dear Sir,

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND
CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY
TENDER No.: WCG/T/RT/55/2018-2019**

The **Wajir County Government** invites proposals to provide the following consulting services:

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND
CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY**

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

The RFP includes the following documents:

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

A – Letter of Invitation

Dear.....

RE: TENDER No: - WCG/T/RT/55/2018-2019: TENDER FOR REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY

1. The Wajir County Government has allocated funds towards the cost of Construction of various town roads to bitumen standards and improvement of earth roads to gravel standards. The Wajir County Government intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Wajir County Government now invites sealed proposals from eligible Consultancy firms to provide the following consulting services: **Detailed Engineering Design and Construction Supervision of Various Roads within Wajir County**
3. **THE FOLLOWING ARE MANDATORY REQUIREMENTS THAT MUST BE SUBMITTED TOGETHER WITH THE PROPOSAL**

EVALUATION CRITERIA

A. MANDATORY REQUIREMENTS

The following are mandatory requirements that **MUST** be submitted together with the proposal:-

- a) **Certified** copy of certificate of Incorporation.
- b) Curriculum vitae (CVs) of the proposed key staff **duly signed** by the proposed individual.
- c) **Certified** copy of valid Tax Compliance Certificate.
- d) **Certified** copies of certificates and testimonials of the proposed key staff.
- e) Letters of availability for the assignment **signed by the proposed key staff**.
- f) Firm's Current work load.
- g) **MUST** have performed 2 No. similar assignments in the last 3 years
- h) Litigation history (**sworn affidavit**).
- i) Duly filled Confidential Business Questionnaire.
- j) All pages of the submitted Bid Documents **Must** be serialized sequentially.

B. TECHNICAL EVALUATION CRITERIA

- a) Specific experience of the Consultant (as a firm) relevant to the Assignment: **10 points**
- b) Adequacy and quality of the proposed methodology and work plan in responding to the TOR: **30 points**

- a. Technical approach and methodology [15 Points]
- b. Work plan [8 Points]
- c. Organization and staffing [7 Points]
- c) Key Experts' qualifications and competence for the assignment: **60 Points**
 - a. Project Director/Resident Engineer [**15 Points**]
 - b. Measurement Engineer/Deputy Resident Engineer [**11 Points**]
 - c. Materials Engineer [**7 Points**]
 - d. Highway Design Engineer (short term input) [**7 Points**]
 - e. Structural /Drainage Engineer (short term input) [**7 Points**]
 - f. Environmentalist [**3 Points**]
 - g. Senior Surveyor [**3 Points**]
 - h. Senior Materials Technologist [**2 Points**]
 - i. Roads Inspector (1 No.) [**2 Points**]
 - j. Materials Technologist (1 No.) [**2 Points**]
 - k. Draughtsman [**1 Points**]

The minimum technical score (St) required to pass is: 80

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

$$T = 0.8$$

$$P = 0.2$$

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

C. PROPOSED KEY PERSONNEL

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

Key expert 1: Project Director/Resident Engineer

i) Qualifications and skills

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

ii) General professional experience

A minimum of 25 years practical post-qualification experience

iii) Specific professional experience

Must have extensive broad experience in highway design works and contract administration, evaluation of contractor's claims for at least 15 years and more specifically have recently served 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.

Key expert 2: Measurement Engineer/Deputy Resident Engineer

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya as a graduate engineer or above or equivalent such as Member of the Institution of Engineers of Kenya (MIEK). A Master's Degree will be an added advantage.

(ii) General professional experience

A minimum of 5 years practical post-qualification experience in road construction/design projects.

Specific professional experience

Must have previous relevant experience of at least 5 years as a measurement engineer or deputy resident engineer gained on large 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.

Key expert 3: Materials Engineer

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya or equivalent such as the Member of the Institution of Engineers of Kenya (MIEK).

General professional experience

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

(ii) Specific professional experience

Must have 8 years relevant experienced in soils and materials sampling and testing for large 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.

Key expert 4: Highway Design Engineer (short term input)

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Registration Board of Kenya or equivalent such as Member of the Institution of Engineers of Kenya (MIEK).

General professional experience

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

(ii) Specific professional experience

At least 4 years of recent experience in geometric design of roads using the latest highway design computer applications and modern topographic survey equipment. Must be able to prepare road geometric design drawings, and carry out estimation of quantities and write technical specifications. Experience on road construction projects in East Africa will be an advantage.

Key expert 5: Structural /Drainage Engineer (short term input)

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Registration Board of Kenya or equivalent, such as Member of the Institution of Engineers of Kenya (MIEK).

General professional experience

A minimum of 7 years practical post-qualification experience

(ii) Specific professional experience

At least 4 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.

Key Expert 6: Environmentalist

(i) Qualifications and skills

Must possess a University degree or equivalent and be registered as Lead Expert (NEMA).

(ii) General Professional Experience

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

(iii) 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.

Key expert 7: Senior Surveyor i.

Qualifications and skills

Must possess University Degree of BSc (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.

ii. General professional experience

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

Specific professional experience

At least 4 years of recent experience in carrying out topographic survey and mapping of large 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.

Key expert 8: Senior Materials Technologist

(i) Qualifications and skills

Must possess a Higher National Diploma in Civil Engineering from Kenya Polytechnic or equivalent. ***ii) General professional experience***

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

(iii) 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.

Support Staff Roads Inspector (1 No.)

(i) Qualifications and skills

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

(ii) General professional experience

A minimum of 6 years practical post-qualification experience

(iii) Specific professional experience

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

Materials Technologist (1 No.)

(i) Qualifications and skills

Must possess an Ordinary Diploma in Civil Engineering from Kenya Polytechnic or equivalent.

(ii) General professional experience

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

(iii) 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 is essential.

Draughtsman

(i) Qualifications and skills

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

(ii) General professional experience

A minimum of 4 years practical post-qualification experience.

(iii) Specific professional experience

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OF VARIOUS ROADS WITHIN WAJIR COUNTY**

Must be experienced on production of office and site production of drawings and site construction details using CAD or any other equivalent.

- i. Duly filled Confidential Business Questionnaire
4. A firm will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations. The above details will be submitted with the proposal.
5. The eligible consultants are advised to take note of the following:
 - i. The proposed personnel must not be currently engaged in supervision works of an on-going roads project
 - ii. A person proposed as key personnel by more than one bidder for the same bid shall cause the disqualification of the bidders
 - iii. Any firm having two or more on-going supervision consultancy assignments need not apply.
6. Interested eligible firms may inspect the Request for Proposal (RFP) documents from the Supply Chain Manager, Wajir County Government Headquarters, during normal working hours.
7. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including 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

10. The Request for Proposal document may be obtained by interested candidates **FREE OF CHARGE** from Wajir County Tender Portal **www.wajir.go.ke**.

11. The proposal shall be enclosed in plain sealed envelopes marked with tender name and reference number and deposited in the tender Box at County Government Headquarters, Airport Road and/or to be addressed to the:

Supply Chain Manager
Wajir County Government
P.O. BOX 9-70200
WAJIR.

So as to be received on or before **Tuesday, February 19, 2019 at 10.00 am.**

Opening of the Proposals will take place immediately thereafter at the County Headquarter Board at the ground floor in the presence of Tenderers/Representatives who wish to attend.

Yours sincerely,

Supply Chain Manager

SECTION B: INFORMATION TO CONSULTANTS

1. Introduction
 - 1.1 The Client named in Annex “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
 - 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in Annex “A” for consulting services required for the assignment named in the said Annex. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm/Individual consultant.
 - 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal.
Consultants should contact the officials named in Annex “A” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - 1.4 The Client will provide the inputs specified in Annex “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
 - 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
 - 1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
 - 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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- 2. Clarification and Amendment of RFP Document**
- 2.1 Consultants may request a clarification of any of the EOI documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by papermail, cable, telex, facsimile or electronic mail to the Client's address indicated in Annex "A". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the EOI. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal Technical Proposal**
- 3.1 The Consultants proposal shall be written in English language.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this EOI in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Annex "A". The proposal shall however be based on the number of professional staff-months estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

Proposed professional staff must as a minimum, have the experience indicated in Appendix “A”, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

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- 3.5 The Technical Proposal shall not include any financial information.
- Financial Proposal**
- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;
- (a) remuneration for staff (in the field and at headquarters), and;
 - (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 3.7 **The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.**
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

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- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Annex “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern. The consultant shall submit One original and Two copies of the Technical and Financial Proposals
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Annex “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.
- 5 Proposal Evaluation General**
- 5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Annex “A”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals	5.3	The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:-	Points
	(i)	Organization experience, Method and Work Plan	40 points
	(ii)	Qualifications and competence of the key staff for the assignment	60 points
		Total Technical Points	100 points

Each responsive proposal will be given a technical score (St). A

proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in Appendix "A".

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

5.8 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

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

$$S_f = 100 \times \frac{F_m}{F} \text{ where } S_f \text{ is the financial score;}$$

F_m is the lowest priced financial proposal and

F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) 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.

6. Negotiations

6.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in Annex "A". The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Annex "A".
- 7.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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- 7.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 7.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 7.6 To qualify for contract awards, the tenderer shall have the following:
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - d) Shall not be debarred from participating in public procurement.
- 8. Confidentiality** 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.
- 9. Corrupt or Fraudulent Practices** 9.1 The procuring entity requires that the consultants observe the highest standards of ethics during the Selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 9.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 9.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

ANNEX “A” - APPENDIX TO INFORMATION TO CONSULTANTS

Reference Clause

1.1 The name of the Client is:

**County Chief Officer,
Roads and Transport
Wajir County Government**

1.2 The method of selection is: **Quality and Cost Based Selection**

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

A Technical Proposal only is requested: **No**

The name, objectives, and description of the assignment are:

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN
AND CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN
WAJIR COUNTY**

Request for Proposal : A pre-proposal conference will be held: No

1.4 The Client will provide the following inputs subject to availability, at a nominal fee to be indicated at the time of tendering:

- i) Standard specifications for Road and Bridge construction (1986)
- ii) Road Design Manual Part I – Geometric Design for Rural Roads (1979)
- iii) Road Design Manual Part III – Pavement Design and Materials (1987)

The client shall arrange for the following documents to be viewed at the office of the Chain Supply Manager Procurement – WAJIR COUNTY GOVERNMENT. i) Available Drawings for the Civil Works project

- ii) Contract Document for Civil Works

The client shall also give assistance to facilitate the timely granting of the 1.5 Consultant and his personnel of:

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

3.3 i) The consultant will be responsible for determining the number of professional staff months to be assigned for any activity.

- ii) The duration required to complete the assignment is: **13 (Thirteen) months.**
- iii) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown hereunder: -

	Years	Marks
a) Project Director: BSc (Civil Eng.)	15	10
b) Resident Engineer Bsc (Civil Eng.)	8	6
c) Assistant Resident Engineer 1 Bsc (Civil Eng.)	5	6
d) Assistant Resident Engineer 2 Bsc (Civil Eng.)	5	6
e) Highways Engineer:Bsc (Civil Eng)	8	6
f) Surveyor:1 BSc (Survey & Photogrammetry)	10	5
g) Surveyor:2 BSc (Survey & Photogrammetry)	10	5
i) Senior Materials Technologist	8	3
j) Materials Technologist (2No.)	6	3
k) Senior Road Inspectors (4No.)	6	8
l) Draughtsman (2No.)	3	2

Total

60marks

All other required staff must be listed and their remuneration to be included in the rates for staff listed above.

The breakdown of marks for organization, method and work plan will be awarded as follows:

Firms experience and organisation	8
Comments on Terms of Reference	12
Methodology and work plan	13
Timetable of Activities	<u>7</u>
Total	<u>40marks</u>

N.B: An Evaluation grid is attached (Annex C).

- 3.4 i) Training is a specific component of this assignment: **Yes**
- 3.6 ii) The Fees for these Services shall be monthly payments as broken down in Section D.
- 3.7 Taxes:

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

4.2 Consultants must submit 1 (One) original and 2 (Two) additional copies of each proposal.

4.3 The proposal submission address is:

**Chief Officer, Roads and Transport,
Wajir County Government
P. O. Box 9-70200 Wajir**

The outer envelope shall also be clearly marked:

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN
AND CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN
WAJIR COUNTY**

Request for Proposal TENDER NO: WCG/RPF/T/407-2017-2018

4.4 Proposals should be submitted not later than the following date and time:

Tuesday 19th February, 2019 at 10.00 am

5.1 The address to send information to the Client is:

**Chief Officer, Roads and Transport,
Wajir County Government
P. O. Box 9-70200 Wajir**

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

5.9 Alternative formulae for determining the financial scores is the following: *None*

Weightings: T = 0.8 F = 0.2

(T – Technical, F- Financial)

7.2 Commencement of Assignment: **Fourteen (14) days after order to commence**

ANNEX “B”: MODEL LETTER OF DELEGATION OF POWERS TO ENGINEER’S REPRESENTATIVE

Ref. No.

Date:

Addressee;

DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY

Request for Proposal TENDER No.: WCG/T/RT/55/2018-2019

DELEGATION OF POWERS OF THE ENGINEER/ APPOINTMENT AS RESIDENT ENGINEER

I write to confirm that you are hereby appointed the Resident Engineer to perform the duties of supervision on the above road project with the following specific limitations on the powers and authority of the Engineer as stipulated in the Conditions of Contract.

The Engineer in this contract shall be the General Manager and the Engineer’s Representative shall be the M/s XYZ Consulting Engineers.

Limitation

- Clause 5 - **Documents Mutually Explanatory**
- Clause 7 - **Further Drawings and Instructions**
With the limitations described in Clause 51 below.
- Clause 13 - **Work to be to the satisfaction of the Engineer**

-
- Clause 15 - **Contractor's Superintendence**
With the reservation of approval by us of the Contractor's Agent, or any subsequent change thereof, you are authorised to deal with any relative matters concerning superintendence.
- Clause 16 (2) - **Contractor's Employees**
Within the limitation given in Clause 15 above.
- Clause 18 - **Boreholes and Explanatory Excavation**
Within the limitations given in Clause 51.
- Clause 20 (1) - **Cares of Works**
- Clause 30 (3) - **Settlement of Extraordinary Traffic Claims**
You are authorized to receive report of damage or injury to highways or bridges.
- Clause 31 - **Opportunities for other Contractors**
- Clause 33 - **Clearance of Site on Completion**
- Clause 35 - **Returns of Labour etc.**
- Clause 36 (1) - **Quality of Materials, Workmanship and Tests** Within the limitations given in Clause 51 below.
- Clause 36 (4) - **Costs of Test not Provided for etc.**
Within the limitations given in Clause 51 below.
- Clause 37 - **Inspection of Operations**
- Clause 38 (2) - **Uncovering and Making Openings**
- Clause 39 (1) - **Removal of Improper Work and Materials**
- Clause 42 (1) - **Possession of Site**
You are authorized to receive Contractor's proposals as regards programme affecting possession of the site.

-
- Clause 48 (1) - **Taking Over Certificate**
It is your duty to arrange for substantial completion inspection and prepare minutes of the same. Taking over certificates shall be issued by this office.
- Clause 51 (1) - **Variation and Orders for Variations to be in Writing**
Our approval must be obtained prior to any Variation being authorized.
- Clause 52 - **Valuation of Variations and Power of Engineer to Fix Rates.**
Subject to our final approval you are authorized to enter into negotiations on the value of Variation and new rates. You are also authorised to receive notification of Contractor's intention to claim and to inform the Contractor of Engineer's approval of the value of Variations and new rates.
- Clause 52 (3) - **Variations Exceeding 15% of the Contract Price**
Subject to our approval you are authorised to receive details of the proposed amendment to the Contract Price from the Contractor.
- Clause 52 (4) - **Dayworks**
You are authorized to order minor works to be carried out on a daywork basis. Minor works in this case are regarded as those estimated to be less than Kshs. 25,000/= (Twenty Five Thousand Shillings). You are also authorized to receive receipt of other vouchers. You must closely monitor Dayworks Expenditure against the scheduled cost.
- Clause 52 (5) - **Claims**
Subject to our approval you are authorized to receive details of claims and examine matters of fact and such like with the Contractor.
- Clause 53(5), (7), (8) - **Plant, Temporary Works and Materials**
- Clause 56 - **Works to be Measured**
You are authorized to measure the works and to keep up to date records of all measurements used in compiling certificates, subject to our approval.

-
- Clause 58 (2) - **Use of Provisional Sums**
You are authorized to order expenditure against provisional sums subject to individual limit of Kshs. 25,000 (Twenty Five Thousand Shillings only).
- Clause 58 (3) - **Production of Vouchers etc.**
- Clause 59 (4) - **Payments to Nominated Sub-Contractors**
You are authorized to demand from the Contractor proof of payments to nominated Sub-Contractors and to make recommendations to us accordingly.
- Clause 60 (1) - **Monthly Payments**
You are authorized to receive the statement referred to in SubClause (2) hereof and to evaluate the amount of the interim certificate therein referred to. The evaluation made by you is subject to our approval.
- Clause 62 (1) - **Defects Liability Certificate**
It is your duty to arrange for inspection of the site at the end of the Defects Liability Period and prepare minutes of the same. The Defects Liability certificate shall be issued by this office.
- Clause 64 - **Urgent Repairs**
Subject to our approval, you are authorised to issue instructions to the Contractor to carry out urgent repairs. Any dispute concerning the liability for the urgent repairs shall be referred to the Engineer.
- Clause 70 - **Variation of Price**
You are authorised to deal with requests for Variation of Price within the limits of this Clause and subject to our approval.

In addition, it should be noted that the Resident Engineer has authority to act as described in the following Clauses:-

- Clause 6 (1) - **Custody for Drawings**
Requirements for Drawings
- Clause 6 (2) - **Drawings on Site**
Use of Drawings

-
- | | | |
|---------------|---|--|
| Clause 14 | - | <u>Programme</u>
Receipt of programme. Approval of programme will be given by us. |
| Clause 17 | - | <u>Setting Out</u> |
| Clause 19 | - | <u>Watching and Lighting</u> |
| Clause 21 | - | <u>Insurance etc.</u>
Receipt of Insurance |
| Clause 23 (2) | - | <u>3rd Party Insurance.</u> |
| Clause 24 (2) | - | <u>Insurance</u>
Receipt of Insurance |
| Clause 27 | - | <u>Fossils</u> |
| Clause 30 (2) | - | <u>Specials Loads</u> |
| Clause 38 | - | <u>Examination of Works</u> |
| Clause 45 | - | <u>Restriction on Working Hours</u>
Authorisation of work at night, on public holidays or locally recognized days of rest. |

You should operate strictly within your delegated powers and authority, as you will personally be held liable for any ultra vires actions.

By copy of this letter, the Contractor is being informed of your appointment as the Resident Engineer.

SECTION C: TERMS OF REFERENCE

DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY

Request for Proposal

1.2 Selection Criteria

The Consultant selected to undertake the works shall have had extensive experience in the Design, Tender Documentation and Construction supervision of Bitumen roads project and bridge works.

1.3 Objectives

The main objectives of Consultancy services under these Terms of Reference (TOR) include:

- a) To carry out preliminary and detailed engineering design for the proposed works
- b) To carry out a comprehensive design review for the proposed works.
- c) To prepare for implementation of supervision activities and put in place a comprehensive, documented quality assurance framework;
- d) To participate in the supervision of the works contract in the role of the “*Engineer Representative*” as described in the Conditions of Contract for the works contract.
- e) To provide and/or facilitate as necessary the assessment, monitoring and management of environmental and social impacts and compliance with the applicable laws and regulations in respect of environment and social impacts.
- f) To supervise construction of social amenities and non-motorised traffic facilities included under the works contract
- g) To monitor and report on all aspects of the works contract, the supervision contract and related aspects
- h) The measurement, validation, verification and certification of payments
- i) To advise, assist and support the Client in contract monitoring, reporting and financial management and all other aspects relating to proper management of the contract
- j) To provide advice and support to the Client in order to develop its technical, socio-economic, and contract management capability;
- k) All other objectives reasonably relating to successful execution of the design review and construction supervision.

1.4 Project Description

1.4.1 Project Location

The project is located within Wajir County. The project is described below :

- i. Design and construction supervision of approximately 6Km roads to bitumen standards with associated road furniture and drainage works within Wajir Town.

1.5 Scope of Consulting Services

1.5.1 General Requirements

The Consultant shall perform all engineering design, supervision; monitoring and related works herein described and provide all staff and resources as required to attain the objectives given. The consultant shall perform their duties in accordance with accepted professional standards utilizing sound engineering and economic practices. In the conduct of this work, the consultants shall cooperate fully with government officials who will provide the data and services outlined in the subsequent sections; the consultants shall be solely responsible, however for the analysis and interpretation of all data received and for the conclusions and recommendations contained in their reports.

1.0 CONTRACT OBJECTIVES 2.1 SPECIFIC OBJECTIVES

The specific objectives of this contract are to ensure that the Road is constructed to the required standard within the Contract Sum and stipulated time.

The Consultant will be appointed as the Engineer's representative and shall provide services to include but not be limited to the following:

- Detailed engineering design of all road links
- Design all links and structures which are not designed;
- Review existing designs (geometrical, structural, geotechnical) and produce new drawings and recommendations
- Prepare land acquisition drawings
- Prepare Environmental and Social Impact Assessment Report.
- Prepare Materials Report
- Prepare a revised design report
- Ensure the project road is constructed to the required standard, and within the contract sum
- Approve work programme and working drawings prepared by the Contractor
- Carry out Environmental Audit in accordance with the environment management plans

- Supervise all construction works
- Enforce environmental mitigation measures
- Check and forward interim and final payment certificates for approval by the Supervisor
- Evaluate contractual claims
- Prepare monthly progress and end of project reports
- Provide training to client's personnel
- Prepare as build drawings
- Prepare final completion report.

2.2.1 SPECIFIC ACTIVITIES

2.2.1.1 PART I: DETAILED ENGINEERING DESIGN, DESIGN REVIEW AND PREPARATIONS FOR SUPERVISION

(A) Detailed Design and Design Review

The consultant shall perform a full review of contract documentation and previous design documentation with particular attention to:

- Proposed rehabilitation/Upgrading and the proposed construction methods
- Traffic surveys and traffic loading estimated for the Contract road
- Pavement designs proposed
- Hydrological survey data and design recommendations
- Survey data and benchmarks
- Specifications for the different construction materials proposed
- Results of the materials survey and the adequacy of the materials identified in the design documentation
- Adequacy of the quantities for the various items allowed for in the bills of quantities contained in the works contract
- Adequacy of the environmental and social mitigation measures proposed in the design reports
- Appropriateness of road safety interventions proposed
- Undertaking of a risk analysis on the proposed construction and rehabilitation works, having regard to the performance of similar sections constructed in the past

The consultant shall;

- Review all works contract documentation, including checking for completeness, consistency and adequacy of documentation

-
- Carry out detailed foundation design review for major structures and carry out detailed structural design for major structures where available documentation is deemed insufficient for construction purposes
 - Review all survey data and survey benchmarks information, including rigorous field validation of a representative sample of data.
 - Inspect and review the sites of the works including the existing road □ Inspect and review all large structures proposed sites.
 - Review the proposed rehabilitation and construction options, in relation to the existing conditions. This review shall include appraisal, where necessary, of provided billed quantities.
 - Prepare general recommendations, if any, for optimization of implementation of the works contract, strictly within the scope, existing bill items and the cost ceiling of the works contract.
 - Identify any additional data or documentation which, in the opinion of the consultant, is required for satisfactory implementation of the works contract
 - Review the land acquisition status in relation to the requirements of the works and document the same for action by the Client where required.
 - Review the status of relocation of services and document the same.

(B) Preparatory activities

The consultant shall carry out activities in preparation to supervise the works including but not limited to the following;

- Formulation of a workplan, report templates and formats relating to initial review and thereafter, management of environmental and social impacts
- Formulation of a workplan for preparation of any additional data or documentation necessary for satisfactory implementation of the works contract
- To prepare standard formats for monthly progress reports, quarterly progress reports, payment certificates and other periodic documents and discuss and obtain the Clients approval regarding the same.
- To formulate quality assurance plans and procedures and prepare associated manuals, forms and templates for use by the Consultant, covering but not limited to the following activities: survey operations, site inspectorate operations; materials testing; drawing office operations; measurements and quantities; administration and office records; site activity records; site equipment records; weather records; procedures for approval and disapproval of works. Copies of the manuals shall be shared with the Client.

(C) Reports

The Consultant shall report to the County Chief Officer (Roads) on all matters pertaining to this contract.

The Consultant shall prepare the following reports under Part 1 of the assignment:

- Inception report covering Part 1 and Part 2 (14 days after the date of commencement of services)
- Draft design review report (35 days after the date of commencement of services)
- Draft report on supervision preparations (35 days after the date of commencement of services)
- Final design review report (49 days after the date of commencement of services)
- Final report on supervision preparations (49 days after the date of commencement of services)
- Bi-Monthly consultancy progress report (every 14 days after the date of commencement of services)
- Each report shall be submitted in ten (10) hard copies and two (2) softcopies (in CD-ROM).

2.2.1.2 PART 2: SUPERVISION OF WORKS

(A) Contract Supervision: Construction

The consultant shall be fully responsible for supervision of the construction and maintenance of works till the end of the contract and will assume responsibility for the complete contract design and implementation.

In this regard the Consultant shall;

- (i) Satisfy themselves as to the nature and scope of the work, of all information available and the documents and materials to be used in executing the works by the contractor.
- (ii) Liaise where necessary with the Client and the Ministry of Lands regarding the land acquisition action plan, and shall maintain records and monitoring systems relating to progress on land acquisition.
- (iii) Identify and locate beacons and benchmarks, including field checks to confirm integrity of survey data so as to enable the contractor subsequently set-out and execute the works.
- (iv) Assign experienced Resident Staff (approved by the Client) to the supervision work.

- (v) Make proposals for any modification in design documents or construction details which may be reasonable and prepare the required drawings or amendments to the relevant contract drawings with prior approval by the Client.
- (vi) Carry out detailed design and prepare drawings and specifications relating to any aspect of the works which is not adequately covered in the original design drawings.
- (vii) Review and approve drawings showing the construction layouts, concrete formwork placement details, bar bending schedules, e.t.c. which may be submitted by the contractor.
- (viii) Carry out inspection of all working areas during the execution of the work, inspect manufactured items installation and carry out tests on materials and equipment in factories and laboratories to ensure that all conform to the agreed specifications and shall issue relevant certificates of conformity.
- (ix) Carry out tests on soils, materials and operations required to ascertain that the works are in compliance with the specifications.
- (x) Ensure that the Contractor complies with sizes and dimensions shown on the working drawings
- (xi) Ensure that the utilization of materials by the Contractor is in conformity with the specifications.
- (xii) Ensure the adherence to specifications by the Contractor
- (xiii) Ensure that the supervision on site is carried out in a professional manner.
- (xiv) Check and approve all arrangements made during the construction so that traffic flow on existing roads is not unduly interrupted
- (xv) Examine and approve the details of plans and programs submitted by the Contractor
- (xvi) Prepare variation orders whenever required and issue them to the Contractor with written approval from the Client
- (xvii) Ensure that all contractual claims raised by the Contractor are analyzed fully and a comprehensive claim(s) report in five (5) copies containing the Consultant's analysis and

recommendations is prepared and submitted in a timely manner to the CCO (ROADS) Team for his consideration. The Consultants report regarding a claim received from the Contractor, for which the Contractor has provided necessary particulars, shall be transmitted to the Client not later than 42 days after substantiation is provided.

- (xviii) Give the necessary instructions to the Contractor and assist the Client in dealing with disputes, which may arise between the Client and the Contractor.
- (xix) Undertake training of two (2) Engineers and 1 Inspector from the Wajir County Government on design, contract management, the concept of quality control, environmental monitoring and financial discipline during implementation
- (xx) Ensure the Contractor complies with HIV/AIDs mitigation measures as stated in the contract document.
- (xxi) Ensure the Contractor complies with road safety mitigation measures as stated in the contract document.

Fifteen (15) months are allowed for contract supervision

(B) Defects Liability Supervision

The Consultants shall supervise the maintenance of the works (including the administrative aspects of the works) during the defects liability period. For the purpose of carrying out the maintenance services, the Consultant shall assign one of his personnel to conduct periodic inspection of the works (at least once a quarter) and send a team of his personnel on the final inspection leading to preparation and issuing of the final acceptance certificate. During this period, the Consultant shall be expected to draw the attention of the Contractor to any defects as soon as such defects are noticed on the road and the Consultant shall supervise the subsequent remedial works.

Twenty Four Months are allowed for defects liability supervision.

(C) Reporting requirements for Part 2 of the assignment are as follows:

The Consultant shall report to the County Chief Officer (Roads) on all matters pertaining to this contract.

The Consultant shall prepare the following reports under Part 2 of the assignment:

(i) Monthly progress reports:

The Consultant shall prepare a progress report every month, for the duration of the works contract, including the Defects Liability Period.

These are to be submitted in ten (10) hard copies and two (2) copies in electronic format (in CD-ROM). The soft copies shall be in two version; a searchable, colour pdf version (in one single file) and editable versions of the component sections of the report (i.e. in formats compatible with MS Word, MS Excel, MS Project etc).

The progress report should reach the office of the CCO (Roads) not later than ten (10) days after the end of the month being reported on. The content and format of the monthly progress report, which shall be as agreed with the CCO (Roads) will include but not limited to the following:

- a) Useful information about the implementation of the works contract allowing effective financial and technical monitoring of the contract;
- b) Details of site meetings including recommendations and agreed actions; Details of any special visits and inspections.
- c) Mention of any changes on the originally envisaged technical solutions;
- d) Major changes of quantities compared to contractual bill of quantities
- e) Suggestions for resolution of any technical and other issues that occur and for any matters affecting progress of the works;
- f) Financial status for both the works contract and the supervision contract;
- g) Progress charts including percentage of completion of individual main work items and the overall Contract;
- h) Detailed progress report for the month with reference to specific activities and quantities of physical work outputs against the planned quantities for the month;
- i) Three months rolling plan of projected outputs (month by month) as agreed with the Contractor;

-
- j) Specific report on mitigation measures taken under the environmental management plan; HIV/AIDS mitigation and other actions taken relating to enhance social impacts; and progress on implementation of the Resettlement Action Plan;
 - k) Specific report on progress made on road safety initiatives taken under the road safety component of the works contract.
 - l) Weather information;
 - m) Contractor's staff, equipment and facilities, with reference to the sufficiency of the same relative to requirements.
 - n) Construction contract data and supervision contract data

(ii) Monthly valuation reports:

The Consultant shall prepare a works valuation report for every month in which the contractor prepares a payment certificate. The valuation report shall be submitted to the Client simultaneously with the certificate. The valuation report shall contain summarized details of all works done since commencement for every bill item and all cross sections for works done in the valuation month. The format of the valuation report shall be as agreed with the Client. The consultant shall submit 3 hard copies and 2 copies in electronic format- in CD-ROM. The soft copies shall be in two version; a searchable, colour pdf version (in one single file) and editable versions of the component sections of the report (i.e. MS Word, Excel etc)

(iii) Quarterly progress report:

The Quarterly Progress Report will summarize all contract activities, progress of works, contract variations and change orders, achievements and utilization of resources over the previous three months. The report will highlight key issues identified, and present the contractor's work plan for the coming three months. The quarterly report will be submitted within 10 days of the end of every quarter. The consultant shall submit 10 hard copies and 2 copies in electronic format- in CD-ROM. The soft copies shall be in two version; a searchable, colour pdf version (in one single file) and editable versions of the component sections of the report (i.e. MS Word, Excel, MS Project etc).

(iv) Interim Report:

An Interim Report will be prepared prior to the mid – term review of the consultancy and will; summarize the accomplishments of the consultants and the resources utilized up to the mid – term; identify key issues relating to provision of consultancy services; present recommendations for provision of consultancy services over the remainder of the consultancy contract. 06 hard copies and 2 copies in electronic format-in CD-ROM will be submitted. The soft copies shall be in two version; a searchable, colour pdf version (in one single file) and editable versions of the component sections of the report (i.e. MS Word, Excel, MS Project etc).

(v) Half yearly appraisal report

Every six months starting from 1st January, 2012, the consultant shall prepare an appraisal report estimating to the best of available knowledge, the likely final quantities and costs of every bill item and the contract as a whole. The report shall give reasons and causes for any significant cost variation.

(vi) The Final Account and Completion reports

The final account and completion report (10 hard copies and 2 copies in electronic format-in CD-ROM) shall be submitted to the Client not later than one (1) month after the expiry of the Defects Liability period. The report should enable the Client to know, for future reference, the type, quality and quantity of materials used in the pavement, and all information which together with the “as built” drawings (which shall also be submitted in both hard copy and in electronic format) and specifications will help the Client in maintaining the road and in periodic rehabilitation as may be necessary.

The final completion report shall also include a summary of the principal difficulties encountered during construction and the means employed to overcome them, changes made in the original designs and modifications to specifications and conditions of contract,

The final completion report will summarise all variation orders, utilization of provisional and variation of price, variation and physical contingencies sums, cumulative monthly payments to the Contractor designated by date and number of payment certificate including a similar schedule for consulting services.

(D) Lateness in reporting

Where a report required under Part 2 is delayed beyond the stipulated time for submission, the consultant shall provide to the Client an explanation satisfactory to the Client for the delay in submission and the remedial measures to be undertaken.

2.2.2 ENVIRONMENTAL, SOCIAL AND ROAD SAFETY MITIGATION

The Consultant will assist the Wajir County Government in establishing a system for monitoring the application and effectiveness of environmental and social impact mitigation measures set out in the sectoral environmental assessment as per the NEMSA guidelines, and shall:

- i. Enforce provision of proper road signs and road marking at appropriate places (e.g. no-overtaking lines, warning signs, edge and central reflector, etc)
- ii. Enforce provision of proper traffic control measures during construction.
- iii. Ensure the contractor avoids use of long deviations and haul routes.
- iv. Ensure that all deviations and haul routes shall be kept watered to reduce dust
- v. Ensure that safety levels for dust emission during aggregate crushing and quarrying should be strictly controlled. This shall be done jointly with the local public health officers in the area. Use of water during the crushing can reduce dust substantially.
- vi. Ensure that the contractor employs proper construction methods to avoid loose material being washed off especially when working during the wet weather. This can be done by controlling the length of the road being opened up especially during earthworks operation.
- vii. Ensure that all gravel pits and quarries shall be backfilled to the satisfaction of the Engineer after extraction of material. The overburden material removed shall be properly stockpiled and after extraction of material, shall be used for backfilling of the borrow pit. Where it may not be possible to backfill the borrow pit or quarry to its original level, the side slopes shall be properly trimmed before planting of trees and grass.
- viii. Ensure that the contractor plants trees and other vegetation (e.g. grass) after the restoration of the gravel pits and quarries.

2.2.3 PROFESSIONAL STAFFING INPUTS

Part 1: Detailed Engineering Design and Review and Preparation for Supervision

It is anticipated that the consultant would take 3 calendar months to accomplish the tasks stated in the TOR under Part 1 of the assignment:

Part 2: Supervision of Works

It is anticipated that the consultant would take 10 calendar months to accomplish the tasks stated in the TOR under Part 2 of the assignment:

Project Director (PD)

To oversee, plan, manage and monitor the consultancy and will advise the Client on all aspects of works contract implementation. The PD should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering or equivalent and a minimum of 15 years post qualification experience in management and supervision of similar works contracts in developing countries, particularly in the Africa region. The PD shall have experience at Project Director level on road rehabilitation projects of similar nature. The PD should be able to combine this engineering experience with management and communication skills in order to support the Wajir County Government in ensuring that all objectives and deliverables of the consultancy and the works contract are achieved. The candidate must have a proven record as Project Director/ Deputy Project Director for at least one successfully completed large assignments of similar nature in the last five years. Fluency in both written and spoken English is essential.

Resident Engineer (RE)

To be responsible for the supervision and management of the consultancy services and the works at site level and for the formulation and issuance of appropriate instructions to the works contractor. The RE will be directly responsible for the consultants' work in respect of monitoring and reporting on physical and financial progress of works. The RE should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering or equivalent and a minimum of 8 years post qualification professional experience in road works, of which 5 years should be on major road construction particularly in East Africa region. Fluency in both written and spoken English is essential.

Pavement and Materials Engineer (PME)

The candidate should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering and a minimum professional experience of 10 years (post qualification) as a materials engineer of which 5 years should be on major road contracts. Thorough knowledge of modern techniques of materials investigation and laboratory testing is essential. The PME shall have at least 8 years of experience in pavement engineering including design using diverse pavement materials and methods, in preparing specifications and in construction control of pavement structures. The PME shall have at least 6 years of on-site experience in construction control. Fluency in both written and spoken English is essential.

Highway Engineer (HE)

The candidate should be a qualified and competent registered professional civil engineer with a recognized degree in Civil Engineering or equivalent and a minimum of 8 years post qualification professional experience as a Highway Design Engineer on major road contracts of similar nature. Knowledge of various internationally accepted design codes and methodologies and familiarity with internationally 'best practices' as well as proficiency in latest computer aided road design software is essential. Experience in roads design, supervision and construction management will be required. Fluency in both written and spoken English is essential.

Engineering Surveyor:

The position of Surveyor requires a competent and qualified candidate, with a degree in Survey & Photogrammetry and a minimum of 10 years post qualification professional experience, of which not less than 5 years have been in survey for design and construction of major highway contracts of similar nature. The candidate should be conversant with modern methods of survey including the use of Total Stations and GPS equipment. Fluency in both written and spoken English is essential.

In addition, it is envisaged that the following staff inputs are also required, each of whom shall have a university degree in a relevant field and 8 years relevant experience:

- Environmental Specialist
- Socio- Economic Specialist
- Land acquisition Expert and Urban Physical Planner
- Road safety specialist

Support Staff

The consultant will provide the necessary local support staff – including junior engineers, draftsmen, field surveyor, laboratory technicians, field supervisors and office support staff – needed in order to carry out the assignment and discharge the consultant’s responsibilities effectively.

The following staff requirements and man-months are the **minimum acceptable** supervision inputs in respect of support staff for Part 2 services and must be provided for in the technical and financial proposals as appropriate.

Ref	Description	Qualifications	Minimum Staff Months per person
1	Junior engineer or equivalent	Undergraduate level qualifications in civil engineering	13
2	Senior roads inspector or equivalent	Equivalent to Kenya Higher National Diploma or Ordinary Diploma with extensive experience	13
3	Roads Inspector or equivalent	Equivalent to Kenya Ordinary National Diploma or Trade Test with extensive experience	13
4	Laboratory technologist or equivalent	Equivalent to Kenya Higher National Diploma	13
5	Laboratory technician or equivalent	Equivalent to Kenya Ordinary National Diploma or Trade Tests with extensive experience	13
6	Laboratory attendant or equivalent	Equivalent to Kenya Trade Test or with extensive relevant experience	13
7	Survey assistant	Equivalent to Kenya Ordinary National Diploma	13
8	Chainman or equivalent	Equivalent to Kenya Trade Test or with extensive relevant experience	13

9	CAD Operator	Equivalent to Kenya Ordinary National Diploma	13
10	Secretary or equivalent	Equivalent to Kenya Ordinary National Diploma	15
11	Office attendant or equivalent		15
TOTAL			

The consultant will be responsible for paying all emoluments, allowances and overtime for the above support staff excluding housing for the technical field staff which will be provided under the relevant works contract. Appropriate financial provisions must be made under the financial proposals.

2.3 ASSISTANCE FROM THE CLIENT

a) General

The Client shall provide all reports, relevant data on the design and maintenance, and give all possible assistance as shall be reasonably requested of him for carrying out the services by the consultant. **b) Site Facilities**

In addition, the Consultant shall, through the contract and for the purpose of performance of supervision services during the construction period, provide the following:

- i) Transportation in the form of supervisory vehicles; ii) Provisions for site accommodation
- iii) Office supplies and accommodation with basic furniture
- iv) Equipped Materials Laboratory, and v) Survey equipment

Any equipment purchased by the consultant and paid for by the Client shall become the property of the Client upon completion of the services, or whenever it is no longer required for carrying out services, whichever occurs earlier.

SCOPE OF THE WORK

3.1 General

The Consultant shall conscientiously fulfil, to the highest professional standards, the role of the Engineer's Representative to supervise the construction of the works and to ensure that they are constructed in accordance with the FIDIC Conditions Contract and Special Conditions of Contract, the Standard and Special Specifications and Contract Drawings or any amendments thereto; and to ensure that so far as is reasonably possible,

within the Contract Price and Contract Period allowed under the Contract or any agreed amendments thereto;

3.2.1 Projects Components

As per the contractor's contract document and design drawings.

3.2.2 Specific activities

The responsibilities delegated to the Consultant will call for the services listed below, without, however, being necessarily and strictly restricted to the items identified:

Phase 1: Works 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.
- Issuance of Site Instructions.
- Verification of quality of works performed and materials used.
- Verification of measurements and issuance of interim payment certificates.
- Compilation of Progress Reports.
- Advising the Engineer on problems arising during the execution of the works.
- Assisting in relocation of services
- Monitoring of sound use of resources and protection of the environment.
- Requesting HIV/AIDS awareness campaigns by Ministry of Health.
- Coordination with third parties, e.g. public utilities, traffic police.
- Analysis of any claims submitted by the contractor(s).
- Services at Taking Over of the works.

Phase 2: Services during Maintenance Period

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

3.2 Detailed Description of the Services

1.3.1 Phase 1: Works Supervision

3.3.1.1 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 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 good execution of the contract.

The Consultant shall organize 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 that contract. The Consultant will insist that the responsibility for any

modifications to the contract, requested by the Contractor, is retained by the Contractor and that the procedures by which he may request these changes are formally presented to and acknowledged by him.

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.

3.3.1.2 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 relevant action and shall ensure that the work methods agreed are strictly adhered to.

3.3.1.3 Verification of Quantity of works performed

The consultant shall verify the adequacy 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.

3.3.1.4 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 principal, 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 junior staff 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.

3.3.1.5 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 ensure that at all times during the implementation of the contract; the Engineer will be in a position to issue an interim payment certificate within 30 days from the end of the month in question.

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.

3.3.1.6 Compilation of Progress Reports

The Consultant shall compile 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. On completion of every 3 months, the Consultant shall prepare Quarterly Progress Reports.

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 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.

3.3.1.7 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 consent by 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 not be requested to deal with

problems regarding land acquisition, right of way and damage to third party property and shall only 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.

3.3.1.8 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 caused by runoff waters; - 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.

3.3.1.9 HIV/AIDS awareness campaigns

In this respect, the Consultant shall request the local Ministry of Health District Aids Coordinator to carry out structured and regular HIV/AIDS awareness campaigns to target the workers and staff on the project.

3.3.1.10 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.

3.3.1.11 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.

3.3.1.12 As-built drawings

The Consultant shall keep a precise record of all modifications to the plans ordered from 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.

3.3.1.13 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 call, once these actions have been completed to his satisfaction, a substantial completion inspection in which both Employer and the Engineer may participate.

The Consultant shall prepare a Taking over Certificate to be signed by the parties concerned after the Substantial Completion inspection. A list of works remaining to be done 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.

3.3.1.14 Phase 3: Services During the Maintenance Period

One man-month input each is foreseen for the Resident Engineer, Materials Technologist, Draughtsman and a Site Inspector during the maintenance 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 for 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 convene a defects liability inspection in which Engineer may participate, following which the Consultant shall prepare a Defects Liability certificate to be signed by the parties concerned.

3.3 Project Management, Contractual Framework and Responsibilities

3.4.1 The Employer

The Employer for both works and Supervision Contracts will be the County Secretary, Wajir County Government whereas the Engineer will be the County Chief Officer, Roads.

3.4.2 Engineer's Representative

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.

3.4.3 Responsibilities that the Engineer

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.

3.4.4 Project Engineer

The Engineer shall identify a Project Engineer, who will facilitate decision making in matters pertaining to the works contract 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 Director (Roads) will be the Consultant's day-to-day contact person in the County Government. The Consultant will keep the Director (Roads) informed in a detailed way of all developments on site. The Project Engineer will visit the site regularly and will assist in all site meetings.

3.4.5 Delegation of Powers

A model letter setting the Delegation of Powers is attached in Annex B to these RFP.

4.0 LOGISTICS AND TIMING

4.1 Project period

The Contract period shall be 15 months, including;-

Phase I: Detailed Engineering Design (3months)

Phase II: Works supervision - 12months

Phase III: 12 months (Defects Liability Period), the consultant will only be engaged as follows:

- 8 months for Resident Engineer
- 4 months site inspectors

6.1 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.

6.2 Facilities To Be Provided By The Employer None shall be provided.

7.0 REPORTS

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 successive period of 3 months 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, Final Accounts are to be submitted within 7 days after the Defects Liability Certificate of the works.

To County Chief Officer (Roads) Wajir County Government
WAJIR

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 make any overall 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:-

(a) Report to be submitted during Construction and Defects Liability Period

Report	No. of Hard Copies	No of Soft Copies
Monthly Progress Reports	15	1
Quarterly Progress Summary Reports	15	1
Provisional Completion Report	15	1
Provisional Accounts	5	1
Final Project Completion Report	15	1
As build drawings	8	2

8.0 MONITORING AND EVALUATION

8.1 Definition Of Indicators

In his Technical Proposal (Organisation and Methodology), the Consultant shall propose relevant key indicators for monitoring project progress, results, activities and assumptions and show how these will be monitored.

As a minimum, the Consultant will regularly review the physical work progress in terms of number of km of road construction and completed to various levels in compliance

with the drawings and specifications in relation to the Contractor's approved work programme and cash flow projections, schedule of plant and manpower resources.

The Consultant will regularly appraise this information in his Progress Reports and in Site Meetings and discuss them with the Contractor and Engineer.

8.2 Reviews and Evaluations

Project reviews and evaluation applying monitoring indicators will be presented in the regular progress reports and the Final Project Completion Report will contain an overall assessment.

SECTION F: STANDARD FORMS OF CONTRACT

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND
CONSTRUCTION SUPERVISION OF VARIOUS ROADS WITHIN WAJIR COUNTY**

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Special Notes

1. The Contract price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments stipulated under clause 6.4 of Special Conditions of Contract.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

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CONTRACT FOR CONSULTANCY SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION

i) FORM OF CONTRACT

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

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

WHEREAS

- a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Letter of Award and Acceptance

Appendix B: Terms of Reference

Appendix C: Comments on Terms of Reference

Appendix D: Description of the Methodology and Workplan for performing the assignment.

Appendix E: Time schedule for professional Personnel

Appendix F: Team Composition and Task assignments

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION
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Appendix G: Curriculum Vitae (CV) for proposed professional staff

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Consultancy Services for Supervision and Coordination of Construction of Tarmac Road and Drainage Works in Wajir Town

Request for Expression of Interest

Request for Proposal

Appendix J: Other submissions

➤ Technical proposal submission form

➤ Firm's References

➤ Financial proposal submission form Appendix K:

The request for proposals

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ [name of client]

[full name of Client's
authorised representative] _____

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION

ii) GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- b) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- d) “Foreign Currency” means any currency other than the Kenyan Shillings.
- e) “GC” means these General Conditions of Contract.

**REQUEST FOR PROPOSAL FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION
OF VARIOUS ROADS WITHIN WAJIR COUNTY**

- f) “Financier” means the Government of Kenya through the Development Vote.
- g) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- h) “Day” means calendar day.
- i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- j) “Government” means the Government of Kenya.
- k) “Local Currency” means the currency of the Kenya Shilling.
- l) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

- m) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- n) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- o) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- p) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- s) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- t) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Nothing contained herein shall be construed as establishing a **Between the** relationship of master and servant or of principal and agent as **Parties** between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing This Contract, its meaning and interpretation, and the relation **Contract** between the Parties shall be governed by the Laws of Kenya.

1.4 Language This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.5 Headings** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices** 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 SC.
- 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Location** 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 the Government's country or elsewhere, as the Client may approve.
- 1.8 Authority of Member in Charge** In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties** The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.
- 1.11 Fraud and Corruption** If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).
- Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

1.11.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”¹ 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”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ 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”⁴ 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
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 3.6.

1.11.2 Commis- The Client will require the successful Consultants to disclose any **sions and** commissions or fees that may have been paid or are to be paid to

¹ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes employees of any organizations taking or reviewing procurement decisions.

² A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A “party” refers to a participant in the selection process or contract execution.

Fees agents, representatives, or commission agents 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, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of** This Contract shall come into force and effect on the date (the **Contract** “Effective Date”) of the Client’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 SC have been met.
- 2.2 Termination of** If this Contract has not become effective within such time period **Contract for** after the date of the Contract signed by the Parties as specified in the **Failure to Become SC**, either Party may, by not less than twenty one (21) days written **Effective** 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 hereto.
- 2.3 Commencement** The Consultant shall begin carrying out the Services not later than **of Services** the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this **Contract** Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** 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.
- 2.6 Modifications or** (a) Any modification or variation of the terms and conditions of **Variations** this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s

performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event 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.

2.7.3 Measures to be Taken

(a) 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.

(b) 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) 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.

(c) 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.

- (d) 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 Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent 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.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder 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) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (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 GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) 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) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) 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) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client 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 Client of the Consultant's notice specifying such breach.

- 2.9.3 Cessation of GC** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC
- Rights and Obligations** 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.
- 2.9.4 Cessation of Services** other Upon termination of this Contract by notice of either Party to the pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5 Payment** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or **upon** GC 2.9.2 hereof, the Client shall make the following payments to **Termination** the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
- 2.9.6 Disputes** If either Party disputes whether an event specified in paragraphs (a) **about** through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has **Events of** occurred, such Party may, within forty-five (45) days after receipt of **Termination** notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interests

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

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc. (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, 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 hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Consultant Affiliates The Consultant agrees that, during the term of this Contract and after **and** its termination, the Consultant and any entity affiliated with the **Not to**

Consultant, as well as any Sub-Consultants and any entity affiliated **Engage in** with such Sub-Consultants, shall be disqualified from providing **Certain** goods, works or services (other than consulting services) resulting

Activities from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition The Consultant shall not engage, and shall cause their Personnel as of well as their Sub-Consultants and their Personnel not to engage, either **Conflicting** directly or indirectly, in any business or professional activities that **Activities** would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Liability of the Consultant Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Consultant The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing 3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.1.1 The Consultant shall permit, and shall cause its Subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect 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 Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination

(as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

3.7 Consultant's The Consultant shall obtain the Client's prior approval in writing **Actions Requiring** before taking any of the following actions:

Client's Prior Approval

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

3.8 Reporting The Consultant shall submit to the Client the reports and documents **Obligations** specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents All plans, drawings, specifications, designs, reports, other **Prepared by the** documents and software prepared by the Consultant for the Client **Consultant to be** under this Contract shall become and remain the property of the **the Property of** Client, and the Consultant shall, not later than upon termination or **the Client** expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client 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 SC.

3.10 Equipment, Equipment, vehicles and materials made available to the Consultant

Vehicles and Materials Furnished by the Client

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

3.11 Equipment and Materials Provided by the Consultants

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the

ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

- 4.3 Approval of Personnel** The Key Personnel and Sub-Consultants listed by title as well as by Personnel name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.
- 4.4 Working Hours, Overtime, Leave, Appendix C hereto.** (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign **etc.** Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 4.5 Removal and/or Replacement of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a

person with qualifications and experience acceptable to the Client.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

5.2 Access to Land

- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (f) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.3 Change in the Applicable Law Related to Taxes and Duties

unimpeded access to all land in the Government's country in respect of which access is

The Client warrants that the Consultant shall have, free of charge, required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

If, after the date of this Contract, there is any change in the Applicable Law 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 ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of Personnel (a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.6 Counterpart
Personnel**

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client'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 assigned 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 Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

**6.1 Cost Estimates;
Ceiling Amount**

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

2.4.

6.2 Remuneration and Reimbursable Expenses

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed

6.3 Currency of Payment

for the duration of the Contract.

- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

All payments shall be made in Kenya Shillings

- (a) Within

in the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client

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currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

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(b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC.

i n a

Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

(c) The Client shall pay the Consultant's statements within ninety (90) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the

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Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith** 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.
- 7.2 Operation of the Contract** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** If either Party objects to any action or inaction 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 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

iii) SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of, and Supplements to, Clauses in the General Clause Conditions of Contract

1.1(a) *The words “in the Government’s country” are amended to read “in the Republic of Kenya”*

1.4 The language is: **English**

1.6 The addresses are:

Client: **County Chief Officer (Roads and Transport),
Wajir County Government
P.O. Box 9-70200
WAJIR, KENYA**

1.8 {The Member in Charge is *[insert name of member]*}

1.9 The Authorized Representatives are:

For the Client: **Chief County Officer,
WAJIR, KENYA**

For the Consultant: _____

1.10 The Client shall reimburse the Consultant, the Sub-Consultants and the Personnel for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;
- (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 there from by them;

- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and

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which is treated as property of the Client;

- (d) any property brought into Kenya by the Consultant, any SubConsultants or the Personnel (other than nationals or permanent residents of Kenya), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from Kenya, provided that:

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of Kenya in importing property into Kenya; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Kenya upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into Kenya.

2.1 The date on which this contract shall come into effect is the date the contract is signed by both parties in the contract

2.3 The date for the commencement of Services is: **fourteen (14)** calendar days after signing the contract or such other time period as the parties may agree in writing.

2.4 The time period shall be thirty nine (39) months or such other time period as the parties may agree in writing. The thirty nine (39) months have been obtained as follows:

Part 1: Detailed Engineering Design – 3 months

Part 2: Design Review and works supervision – 12 months and defects liability period – 12 months.

3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Kenya by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of as specified by the Applicable Law;
- (b) (c) Professional liability insurance, with a minimum coverage equal to the Contract sum excluding taxes and contingencies amount.
- (d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any SubConsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

3.9 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.

5. 1(g) The Client will facilitate the processing and issuance of necessary Visas and passages to the Consultant’s approved staff.

6. 1(b) The amount in local currency is: KShs._____

6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

- (1) An Advance Payment of **upto Thirty (30)** percent of the contract price may be made on the commencement of the contract against the submission of a Bank/Insurance Guarantee for the same.

The Advance Payment will be set off by the Client in equal installments against the statements. Deduction shall commence against the third monthly statement and continue for the next

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nine (9) months of the services until the advance payment has been fully set off.

(2) The Advance Payment Guarantee shall be in Kenya Shillings.

6.4(b) Payments shall be made on monthly basis.

6. 4(e) The accounts are:

Payments in Kshs. shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

Note: In the case of association, Payments shall be made to the lead Consultant.

6.5 Payments will be made within 30 (Thirty) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.

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iv) APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

As indicated in the Terms of Reference

APPENDIX B - REPORTING REQUIREMENTS

As indicated in the Terms of Reference

**APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK FOR KEY
PERSONNEL**

APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

APPENDIX E - DUTIES OF THE CLIENT

As indicated in the Terms of Reference

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APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4(a) and Clause SC 6.4(a).

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:**
_____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter 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 Consultants, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants 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 Consultants 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 Consultants 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 Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

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

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OTHER APPENDICES

APPENDIX A: LETTER OF AWARD AND ACCEPTANCE (to be inserted)

APPENDIX B: TERMS OF REFERENCE (to be inserted)

APPENDIX C: COMMENTS ON TERMS OF REFERENCE (to be inserted)

APPENDIX D: DESCRIPTION OF THE METHODOLOGY AND
WORKPLAN FOR PERFORMING THE ASSIGNMENT
(to be inserted)

APPENDIX E: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be inserted)

APPENDIX F: TEAM COMPOSITION AND TASK ASSIGNMENTS (to be inserted)

APPENDIX G: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (to be
inserted)

APPENDIX H: ACTIVITY (WORKPLAN) SCHEDULE (to be inserted)

APPENDIX I: FINANCIAL PROPOSAL

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APPENDIX J: OTHER SUBMISSIONS

Technical proposal submission form *Firm's References* *Financial proposal submission form*

APPENDIX K: REQUEST FOR PROPOSALS (TO BE INSERTED)