

REPUBLIC OF KENYA



KENYA ROADS BOARD (KRB)

REQUEST FOR PROPOSALS (RFP)

**FOR
PROVISION OF CONSULTANCY SERVICES TO
CONDUCT A STUDY ON VEHICLE LOADING
TRENDS IN KENYA**

KRB/978/2018-2019

(FEBRUARY 2019)

**Kenya Roads Board
P.O Box 73718 - 00200
NAIROBI, KENYA**

ISO 9001:2015 CERTIFIED

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SECTION I
LETTER OF INVITATION

SECTION I: LETTER OF INVITATION

Date: 29th January, 2019

Dear Sir,

RE: TENDER NO. KRB/978/2018-2019

Request for Proposals for Provision of Consultancy Services to evaluate Vehicle Loading Trends in Kenya

LETTER OF INVITATION

1.1 Kenya Roads Board invites proposals for Provision of Consultancy Services to evaluate Vehicle Loading Trends in Kenya.

1.2 The Request for Proposal (RFP) includes the following documents:

- Section I: This letter of invitation
- Section II: Information to Consultants
Appendix to Information to Consultants
- Section III: Format for technical proposal
- Section IV: Format for financial proposal
- Section V: Terms of Reference
- Section VI: Sample form of contract for consultancy services
- Section VII: Confidential business questionnaire
- Section VIII: Anti-Corruption Pledge

1.3 Upon receipt, please inform us

- a) That you have received the letter of invitation
- b) Whether or not you will submit a proposal for the assignment

Yours Sincerely,

Eng. Jacob Ruwa, OGW
EXECUTIVE DIRECTOR

**SECTION II
INFORMATION TO
CONSULTANTS**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Tenderers are informed that the information under Section II is standard. It is important to refer to Appendix to Instructions to Consultants on which amends and complements the provisions of Section II

2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and

training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 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 shall agree to the extension.

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

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall be prepared in indelible ink. It shall contain no 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 authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer

envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology	

Programme (Training) (0-10)

Total Points **100**

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

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms will have exclusive preference in procurements below Kshs.50 million as follows:

- i) 6% of the evaluated price of the tender where the percentage of shareholding of the locals is less than twenty per cent
- ii) 8% of the evaluated price of the tender where the percentage of shareholding of the locals is less than fifty one per cent and above twenty per cent
- iii) Proof of local ownership shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

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

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=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: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that

they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in the Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

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

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix A to ITC

Appendix to Section B -Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants (**Section 11**). Wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause

2.1 The name of the Client is: **Kenya Roads Board**

2.1.1 The method of selection is: **Quality and Cost Based Selection (QCBS)**

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

The name of the assignment is:

PROVISION OF CONSULTANCY SERVICES TO CONDUCT A STUDY ON
VEHICLE LOADING TRENDS IN KENYA

The description and the objectives of the Assignment are:

To conduct a study on vehicle loading trends in Kenya and make recommendations to enhance axle load management in the country.

2.1.3 **Pre-proposal Conference**

A pre-proposal conference will be held: **Yes**.

The date of the conference will be **Tuesday 19th February 2019 at 10.00am** at the KRB Board Room.

The names, addresses and telephone numbers of the Client's official(s) are:

Eng. Margaret Ogai,
General Manager, Planning & Programming
Kenya Roads Board,
P.O. Box 73718-00200, Nairobi,
Tel: 2722865/6/8, 4980000,
E-Mail info@krb.go.ke with copy to mnogai@krb.go.ke;

- 2.1.6 Any firm which is engaged in any other assignment related to axle load management in Kenya shall **not** be eligible to participate in this tender.
- 2.1.7 The price to be charged for this RFP document is **Kshs. 500**. The bidders who download the tender documents from the website will not pay any charges.
- 2.2.1 Bidders are requested to submit their e-mail addresses, name and telephone number for the contact person. This will facilitate communication as bidders seek clarification during the tendering period.

2.3 Preparation of Technical Proposal

- 2.3.3 (ii) The estimated number of key professional staff months is **24 man-months** for the assignment.
 - (iii) The Team Leader should preferably be a permanent employee of the consulting firm.
 - (iv) The minimum required academic qualifications and experience of proposed key professional staff is in the Terms of Reference.
- 2.3.4 i) Bidders are required to submit the following documents with their technical proposals:

Mandatory Requirements

Bidders must satisfy the following Mandatory requirements failure to which their proposals shall be rejected.

- i) Registration under the relevant laws. Proof of incorporation and registration to be indicated. In case of a joint venture or association each member must submit the information.

- ii) Copy of Letter of Association signed by an authorized representative of each member of associating firm for Joint Ventures or Associations. The letter should indicate the lead firm and the nature of association.
- iii) Valid certificate of Tax Compliance from Kenya Revenue Authority. In case of a joint venture or association each member must submit the information.
- iv) The Proposal must remain valid for 120 days after the submission date.
- v) The firms shall serialize all pages of the Technical and Financial Proposals.
- vi) The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. (This information will be checked during financial evaluation)

Essential Documents

- i) Duly signed confidential business questionnaire in the provided format.
- ii) Firms to provide a list of five (5) references that they have been engaged in similar assignments over the last ten years using the format given in Section III.
- iii) Firms to attach signed letters of recommendations from five references that they have been engaged in similar assignments over the last ten years.
- iv) Firms should submit detailed company profile including information on physical address, age, size, total technical and administrative staff complement, list of directors and shareholding, branch offices in Kenya in case of a foreign company, firm's membership in professional organisations and any other information relevant to this assignment.
- v) Firms to submit copies of audited accounts for the last two years certified by a certified public accountant.
- vi) Anti-Corruption declaration pledge

Failure to submit any or all the documents may lead to penalties.

PREPARATION OF FINANCIAL PROPOSAL

- 2.4.2 Tax liability: The consultant will pay all taxes in accordance with the laws of Kenya The Client will deduct withholding tax as per current Government regulations.

SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

2.5.2 Consultants must submit “ONE” original and “ONE” additional copy of technical and financial proposal.

2.5.3 The proposal submission address is:

The Executive Director,
Kenya Roads Board,
BOX 73718-00200, Off Ragati Road, Upper Hill Area, NAIROBI,
TEL: 2722865/6/8, FAX: 2723161.

Information on the outer envelope should also include:

TENDER NO KRB/978/2018-2019 PROCUREMENT OF CONSULTANCY SERVICES TO CONDUCT A STUDY ON VEHICLE LOADING TRENDS IN KENYA

DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER OPENING COMMITTEE

2.5.3 The duly signed proposals must be submitted not later than **Tuesday 12th March 2019 at 12.00 noon**. The tenders will be opened on the same day immediately after submission deadline. The opening will be done at:

Kenya Roads Board Boardroom,
3rd Floor, Kenya Re Towers,
Upper Hill, off Ragati Road,
Nairobi, Kenya

EVALUATION OF TECHNICAL PROPOSALS

2.7.1 The evaluation shall commence with a responsiveness check and any firms that do not respond to important aspects of the TOR or does not comply substantially with the RFP instructions shall be rejected before proceeding to full evaluation.

The broad evaluation criteria will be as below:

Item	Description	Marks%
1	The Firm's general and specific experience in assignments related to the assignment	15
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	25
3	Qualifications and competence of the Key Staff for the assignment	50
4	Participation by Kenyan nationals among proposed key experts	10
	TOTAL	100%

The minimum technical score required to pass in the technical evaluation is at least 70% out of the 100%. Only firms scoring **seventy percent (70%) and above** will be considered for the next stage of the evaluation process.

DETAILED EVALUATION CRITERIA

Detailed Technical Evaluation Scores	
1. General and specific experience of the consultant to the related assignment	
a) Firm's organization and establishment (Assessed in terms of age of the firm, office facilities, firm's turnover for the last two years and staff complement)	5
b) General and specific experience of the firm to the assignment <ul style="list-style-type: none"> • Experience of the firm in Transportation Engineering -2 points • Specific experience in Axle Load Control Operations- 3 points • Five references that the firm has been engaged in similar assignments over the last ten years. – 2.5 points • Signed letters of recommendations from five references. – 2.5 points 	10
Total for Criteria 1	15

Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	
a) Comments on ToR and Client's facilities	2
b) Detailed Methodology	15
b) Activity Time Schedule	3
c) Staff Time Schedule	3
e) Completion and Submission of Reports	2
Total for criteria 2	25
Qualifications and competence of the key staff for the assignment	
a) Team Leader	15
b) Deputy Team Leaders (9 Points each)	18
c) Data Analyst	5
d) Field Technicians (6No.), 2 points each	12
<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1. General qualifications (general education, training, and experience): 10% 2. Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments): 80% 3. Experience in the region (fluency in English, knowledge of local culture and administrative system) – 10% 	
Total for Criteria 3	50
Participation by Kenyan nationals among proposed key experts	10
GRAND TOTAL	100

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL

2.8.5 The weights given to the Technical and Financial Proposals are:

T= _____ (0.70)

F= _____ (0.30)

AWARD OF CONTRACT

2.10.2 The assignment is expected to commence in April 2019, or on a date as agreed during negotiations and written in the contract.

**SECTION III
FORMAT FOR
TECHNICAL PROPOSAL**

SECTION C: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

The Technical Proposal shall be prepared in the following standard forms and in the detailed format there in:

- i) Technical Proposal submission form.
- ii) Firms references.
- iii) Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Curriculum vitae (CV) for proposed professional staff not exceeding five (5) pages.
- vii) Time schedule for professional personnel.
- viii) Activity (Work) schedule
- ix) Any Appendices the Consultant deems necessary.

Consultants are advised to follow the above order (Chapters to flow as per the numbering) for ease of evaluation of their Proposal.

3.3 The Technical proposal shall not include any financial information.

i. Technical Proposal submission form

Our Ref: (..... Date)

Your Ref:

To: The Executive Director,
Kenya Roads Board
3rd Floor, Kenya Re Towers
Off Ragati Road
P. O. Box 73718 - 00200
NAIROBI.

Dear Sir,

**Subject: Tender No. KRB/978/2018-2019
Provision of Consultancy Services to conduct a Study on Vehicle
Loading Trends in Kenya**

I/We, the undersigned, offer to provide the consulting services to conduct a study on vehicle loading trends in Kenya in accordance with your Request for Proposals (RFP) dated

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope. Our Technical and Financial Proposal shall remain valid for 120days after the submission date.

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the client.

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

Yours faithfully,

..... (*Authorized Signature(s)*)

..... (*Name and title of Signatory/Signatories*)

..... (*Name of Consortium/Association*)

..... (*Mailing Address for this Consultancy*)

..... (*Phone and email*)

ii. FIRM'S REFERENCES

Five (5) relevant references for services carried out in the last ten (10) years that BEST illustrate qualifications

Using the format below, provide information on each assignment for which each firm in the Consortium either individually or as a corporate entity or in association, was legally contracted

Assignment Name:		Country:
Location within Country:		Number of professional staff provided by your firm:
Name of Client:		Client's contact person for the assignment
Address:		No. of Staff-Months: Duration of Assignment (months):
Start Date (Month/Year):	Completion Date (Month/Year):	Total Value of Consultancy Services (KShs): Value of Your services (KShs):
Name of Associated Consultants (if any):		No. of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of the Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name:.....

Name and title of the signatory:

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

(a) Comments on the Terms of Reference

Section/Page	Clause	Item Description	Comments/Suggestions

(b) Comments on the data, services and facilities to be provided by the Client, and on any other section of this RFP Document:

Section/Page	Clause	Item Description	Comments/Suggestions

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

Section C : Format for Technical Proposals

v. TEAM COMPOSITION AND TASK ASSIGNMENTS.

A. Key Staff

No.	Name	Academic Qualification (s)	Years of postgraduate experience	No. of years with the firm	Proposed Position on this assignment	Details of Tasks to be Assigned
1						
2						
3						
4						

Section C : Format for Technical Proposals

B. Other Staff

No.	Name	Academic Qualification (s)	No. of years with the firm	Proposed Position on this assignment	Details of Tasks to be Assigned
1					
2					
3					
4					
5					
6					
7					

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

Proposed Position : _____
 Name of Firm : _____
 Name of Staff : _____
 Profession : _____
 Date of Birth : _____
 Years with Firm : _____ Nationality: _____

Membership in Professional Organizations:

No.	Organization	Class of Membership	Abbreviated Title(s)	Year of Registration	Membership Number
1.					
2.					
3.					

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

(Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degree(s) obtained.)

Employment Record:

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

Other Relevant Skills

Language Proficiency:

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience, and confirm my availability for the proposed position should the Consultant be offered the Assignment.

..... Date:
(Signature of staff member)

Full name of staff member:

..... Date:
(Signature of authorized representative of firm)

Full name of authorized representative:

NOTE: *C.V'S not signed by the owner or authorized representative shall not be evaluated. Copies of Academic & Professional certificates must be attached.*

vi. TIME SCHEDULE FOR PERSONNEL

Name	Proposed position	Activities	Months															No. of man-days		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Office	Field	Total

Key: Full Time: _____

Part Time: _____

vii. ACTIVITY (WORK) PLAN / TIME SCHEDULE

Items of work /assignment	Months from start of assignment														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.

**SECTION IV
FORMAT FOR
FINANCIAL PROPOSAL**

SECTION D: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part and no additional items should be introduced

Section D: Format for Financial proposal

1. FINANCIAL PROPOSAL SUBMISSION FORM

Our Ref: (..... Date)

Your Ref:

To: The Executive Director,
Kenya Roads Board
3rd Floor, Kenya Re Towers
Off Ragati Road
P. O. Box 73718 - 00200
NAIROBI.

Dear Sir,

**Subject: Tender No. KRB/978/2018-2019
Provision of Consultancy Services to conduct a Study on Vehicle
Loading Trends in Kenya**

I/We, the undersigned, offer to provide the consulting services to conduct a Study on Vehicle Loading Trends in Kenya in accordance with your Request for Proposals (RFP) dated

Our attached Financial Proposal is for the sum of Kenya Shillings
(.....) [Amount
in words and figures] inclusive of the taxes.

Our Technical and Financial Proposal shall remain valid for 120days after the submission date.

Yours sincerely,

.....[Authorized Signature]

.....[Name and Title of Signatory]

_____ *[Name of Firm]*

_____ *[Address]*

Section D: Format for Financial proposal

Table 1: Summary of Financial Proposal

Item	Description of Item	Amount (KShs)
A	Staff Remuneration	
B	Field Allowances	
C	Transport	
D	Miscellaneous Expenses	
E	Subtotal (A+B+C+D)	
F	Contingencies :10% of (E)	
G	VAT : 16% of (E)	
H	Total Amount of Financial Proposal (E+F+G)	

Section D: Format for Financial proposal

TABLE 2: DETAILED COST BREAKDOWN

A. REMUNERATION	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
1. Key Staff				
1.1 Team Leader	Staff month	6		
1.2 Deputy Team Leader (2 No.)	Staff month	15		
1.3 Data Analyst	Staff month	3		
Sub-total 1				
2. Other Staff				
2.1 Field Technicians (6 No.)	Staff month	52		
2.2 Office Assistant	Staff month	15		
sub-total 2				
Sub-Total (A) Staff Remuneration c/f to Summary Price Proposal				

2. Field Allowances	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
3.1 Team Leader	days	24		
3.2 Deputy Team Leaders	days	320		
3.3 Technicians	days	960		
3.4 Drivers	days	528		
3.5 Police Officers for traffic control	days	960		
Sub-Total (B) Field Allowances c/f to Summary Price Proposal				

3. Transport	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
1. Vehicle for Police Officers on Independent Monitoring (2 No.) inclusive of driver	veh-month	20		
2. Field vehicles for Consultant's teams during monitoring (2No.) inclusive of driver	veh-month	20		
3. Provide, fuel and maintain with driver, (2 No.) for the exclusive use of the Client	veh-month	30		
4. Vehicle (saloon) for town running	veh-month	12		
Sub-Total (C) Transport c/f to Summary Price Proposal				

4. Miscellaneous Expenses

Item	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
1. Office cost	month	12		
2. Report Production	lump sum			
3. Calibration of KRB Weighbridge equipment (2 No.)	Provisional sum			200,000.00
4. Venue costs for 2 No. stakeholders workshop (50pax each)	Provisional sum			500,000.00
5. Interns (2 No. for 12 months each)	Provisional sum			1,200,000.00
5. Consultant's profits and overheads on items 3,4 and 5	%			
Sub-Total (D) Miscellaneous Expenses c/f summary of Price Proposal				

SECTION V
TERMS OF REFERENCE

**TERMS OF REFERENCE
CONSULTANCY SERVICES TO CONDUCT A STUDY ON VEHICLE LOADING
TRENDS IN KENYA**

1. Introduction

- 1.1 Roads are the primary mode of transport in Kenya. Roads facilitate cheaper and convenient movement of passengers, goods, services and technology from, and to, areas of economic and social importance. In addition, the roads also provide last-mile connection for the other modes of transport such as railways, airports, ports and inland waterway transport. Therefore roads play a pivotal role in the sustained economic development by enhancing the country's productivity and competitiveness.
- 1.2 Kenya's national road network has been growing gradually to provide access to all parts of the country. Currently the road network is 161,451km and consists of paved, gravel and earth roads, and is one of the largest assets of the country estimated at Kshs 3.5 trillion.
- 1.3 The Government of Kenya (GOK) is cognizant of the contribution of road infrastructure in promoting economic growth and has taken steps to ensure that the level of road service is gradually increased in order to support priority sectors of the economy and ultimately reduce the cost of transport. In an effort to achieve this, the GOK has put in place the necessary legal and institutional frameworks, appropriate policies and strategies, and raised expenditure for the roads sub-sector.
- 1.4 Roads are designed to withstand certain traffic loading (equivalent standard axles) over their lifetime and hence the damaging effect to pavement by vehicles depends largely on the axle loads applied by the vehicles plying the route. The Best Options Study, commissioned by the European Union in 2006 estimated that the damage to road infrastructure due to overloading on the Northern Corridor alone was in excess of Kshs 700million per annum! The damage to road infrastructure caused by overloaded heavy goods vehicles is therefore of a great concern to the government.
- 1.5 In order to protect the road infrastructure assets from premature failure caused by overloading, axle load controls (ALC) in the country have been operational since the 1970s. ALC is currently undertaken by the Kenya National Highways Authority at the nine static weighbridge sites (Mariakani, Athi River, Gilgil, Webuye, Rongo, Busia, Isinya, Mtwapa and Juja) on the Mombasa-Nairobi-Malaba road, Kisumu- Busia road and on other International and National trunk roads. The Management and operation of the 9 static weighbridges under KeNHA have been outsourced to SGS (K) Limited for a period of 3 years commencing January 2016. There are five weighbridge clusters, namely Mariakani/ Mtwapa, Athi River/ Isinya/ Juja, Gilgil, Webuye and Busia/ Rongo. On each cluster the adjacent road network is managed through a mobile weigh scale.

In addition, KeNHA is in the process of establishing virtual weighbridge stations at selected points including Ahero and Maai Mahiu. In April 2018, a special police unit was formed to assist KeNHA in Road Asset Protection and Axle Load Enforcement.

- 1.6 Kenya Urban Roads Authority (KURA) and Kenya Rural Roads Authority (KeRRA) are also carrying out random axle load monitoring on their networks using mobile weighbridges. The Traffic Police and Judiciary departments are also involved in the prosecution of traffic offenders.
- 1.7 In December 2014, KRB concluded a two year ALC monitoring study. From the study, several positive improvements in ALC were noted; reduction of overloading on GVW to less than 20%, enhanced efficiency of KeNHA weighbridge operations through outsourcing, reduced congestion and queuing times at the major weighbridge stations (Gilgil, Mariakani and Athi River) with the introduction of the High Speed Weigh-in-Motion. In addition, the passing of the East African Community Vehicle Load Control Act 2013 (EAC VLC) is expected to improve trade facilitation in the East Africa region.

Kenya Roads Board has been carrying out in-house periodic studies between 2015 and 2018 to independently monitor the effectiveness and compliance levels of Axle Load Control operations in the country and forwarded the key findings and recommendations to the Principal Secretary for Infrastructure for implementation.

- 1.8 Several critical weaknesses were also noted in the KRB study; low compliance on individual axles (less than 50%), most of the overloaded trucks carry containerized cargo and sand trucks, overloading was more prevalent on links which are currently not being regularly monitored on the paved rural and urban networks and recommendations to decriminalize ALC under EAC VLC has not been implemented. Notable discrepancies were also noted in ALC statistics between KRB/ KeNHA which may arise from high % of un-diverted HGV vehicles as not all HGV are diverted by police for weighing at the WB stations.
- 1.9 Another emerging issue which may impact on ALC is devolution. In 2010, Kenya implemented a devolved system of government which introduced two levels of government; National Government and County Government (47 No.). Under the Constitution, the management of county roads was transferred to the county governments; the Kenya Roads Bill, 2015 which gives effect to this provision is under discussion at Parliament. However, in February 2016, there was a gazette notice that gave rise to Kenya Roads Register, categorizing National Roads and County Roads. Most of the manufacturing and agricultural production centres are located along county roads such as Nairobi's industrial area and hence there is need to support county governments to manage ALC.

1.10 The Government is committed to rigorously enforcing ALC in the country and reverse this trend of prevalent overloading in order to protect the investments of road asset.

In this regard, KRB intends to undertake a study to independently monitor the effectiveness of ALC operations in the country in order to advise the Government on required actions to enhance axle load compliance and is the subject of these terms of reference.

2. Objective of consultancy.

The overall objective of this study is to evaluate vehicle loading trends in Kenya and thereby make recommendations to enhance axle load compliance.

The specific objectives of this Consultancy are to:

- i. Independently review the effectiveness of axle load control measures being undertaken by the Road Agencies;
- ii. To determine the level of pavement damage caused by overloading and associated costs;
- iii. Recommend policy direction on Axle Load management in the country and develop a comprehensive ALC framework.

3. Scope of services

The study shall cover the entire road network in the country including the major urban areas of Nairobi, Mombasa, Kisumu, Nakuru and Eldoret.

The schedule of existing weighbridges stations is as given below:

Cluster	Static Weighbridges	Mobile Weighbridges	Virtual Weighbridges	
			No.	Name
A	Busia	1 No.	1.	Kibera (Southern Bypass)
	Rongo		2.	Ahero
B	Gilgil	1 No.	3.	Moi's Bridge
C	Isinya	1 No.	4.	Matuu
	Athi River		5.	Archers Post
	Juja		6.	Yatta
D	Mariakani	1 No.	7.	Kamulu
	Mtwapa		8.	Mwatate
E	Webuye	1 No.	9.	Mayoni
			10.	Eldama Ravine

4. Tasks

The tasks to be undertaken by the Consultant will include, but not necessarily be limited to the following;

- 4.1 Review the current AL regime in the country and prepare and submit inception report to the Client for approval;
- 4.2 Organize a stakeholders workshop for approximately 50pax (Policy makers, Road Agency and County Staff, transporters and road users) and identify the key policy and operational gaps in axle load management in the country.
- 4.3 Prepare a sampling frame for monitoring of axle load compliance and submit for approval by the Client.
- 4.4 In liaison with the Police department, undertake, each quarter, field visits to independently weigh all heavy goods vehicles, using mobile weighbridge equipment provided by KRB at 20 No. sites approved by the Client. The monitoring shall last for 36 hours and be carried out on random days. These sites shall include major trunk roads, critical rural links, major urban roads and county roads.

Traffic data to be collected and recorded shall include:

- a. Total number of vehicles by type and direction.
- b. Total number of heavy goods vehicles (more than 7 tonnes) weighed by type and direction.
- c. Total number of overloaded vehicles by type, direction and details of overloading such as specific number of axles overloaded and amount of overload.
- d. Details of vehicle including registration number, make and year of manufacture, owner of vehicle.
- e. Details of type of cargo carried;
- f. Origin and Destination of the vehicle and average trip distance;
- g. Time taken at weighbridge stations to assess efficiency of operations.
- h. Measures taken by Road Agency staff, if any, against vehicle owners and drivers to deter overloading
- i. Any other relevant details as discussed and agreed beforehand with KRB.

The Consultant shall ensure that the KRB mobile weigh bridge equipment are regularly calibrated and in good working condition.

Traffic Control shall be provided by officers deployed from the Traffic Police department. The police shall escort grossly overloaded HGV to the nearest police station for arrest and prosecution in accordance with Traffic regulations.

- 4.5 Undertake quarterly monitoring visits to existing KeNHA static weighbridges at 2 No. sites for 24 hours on random days. The Consultant shall interview the Weighbridge Station Manager and collect and compile all data as per task 4.2 above. In addition, the Consultant shall observe the percentage of vehicles diverted (i.e. not weighed), efficiency at the weighbridges (e.g. queuing time), assess the maintenance and calibration status of the weighbridge equipment at the established weighbridge stations.
- 4.6 Prepare a quarterly schedule of activities to be undertaken and submit to the Client for approval one month in advance. The sites to be monitored shall be on a rotational basis to ensure adequate network coverage. .
- 4.7 Review, collate and analyse weighing data prepared by Road Authorities and correlate with independent data collected by the Consultant under task 4.2 and 4.3 above. The Consultants shall also compare weighing data for different weighbridge stations to assess accuracy of readings/ calibration status of equipment.
- 4.8 Using a suitable road pavement deterioration model such as Highway Management and Development Module (HDM-4), and as approved by the Client, determine the associated road maintenance costs as a result of overloading and the impacts on road safety.
- 4.9 Formulate a comprehensive Axle load Control Framework (location of weighbridges over the entire network, types of axle load control facilities, management options including self-regulation by transporters and cost benefit analysis of various options) for the country which is harmonized with the East African Community Vehicle Load Control Act 2013. In addition, the framework should recommend suitable sites for roadside stations (rest stops, parking).

The regime should consider current and future axle load and traffic loading trends, national and county development plans and global best practices.
- 4.10 Not later than two weeks after each quarter review period, prepare and submit axle load data collected over the period in prescribed format for upload to KRB's GIS Road Management Systems (RMS).
- 4.11 Organise ad hoc/ special field visits to monitor axle load operations by the Board and/ or Project Steering Committee.
- 4.12 Prepare customised weigh measurement reports summarizing axle loading trends in terms of axle configurations, percentage overload based on ALC data collected.
- 4.13 Prepare and submit quarterly and final axle load monitoring reports to KRB in both hard and soft copies together with axle load data in suitable format to be inserted in KRB database. The reports shall capture cumulative data during the reporting period and shall include any ad-hoc visits as may be requested by the

Client from time to time. The Consultants shall present the reports to the Project Steering Committee.

- 4.14 Present the Final report to stakeholders' workshop (50pax) to present the key findings and draft Axle Load Framework for adoption.

5. Expertise required

The Consultant shall propose a team of key personnel with overall documented experience in similar exercises as follows;

- 4.1 **Team Leader (1 No):** University Degree in Civil Engineering and registered as Highway Engineer with Engineers Board of Kenya or equivalent and a minimum 15 years post-qualification experience in road sector and at least 3 years as a Team Leader in highway design/ axle load control matters and policy formulation and a member of a professional association. He/ she should have a sound appreciation of the effects of overloading on the road infrastructure, road development and maintenance policies and programmes. The team leader must have demonstrated understanding of road investment appraisal methods and sound working knowledge of relevant computer applications such as HDM-4 or similar road investment appraisal modules.

The team leader shall have overall responsibility for the project delivery and will coordinate all activities between the Client and the Consultant. The team leader shall be expected to make presentations to the Project Steering Committee from time to time.

Estimated total input is **6 staff months**.

- 4.2 **Deputy team leader (2 No.):** University Degree in either Engineering or Road Asset Management field with at least 10 years working experience including 3 years relevant to the assignment (traffic counting, axle load measurements, pavement evaluation). He/ she must be a Registered Engineer with Engineers Board of Kenya or equivalent and a member of a professional association. Previous experience in axle load control/ management shall be an added advantage.

The Deputy Team Leaders shall be responsible for field teams carrying out axle load control monitoring and preparation of monitoring reports.

Estimated total input is **15 staff months**

- 4.3 **Data Analyst (1 No.):** University degree in statistics or similar related field with at least 5 years post qualification experience and at least 2 years in data analysis and preparation of reports identifying trends and relationships. Relevant experience traffic management software is an added advantage.

The candidate shall analyse data collected.

Estimated total input is **3 staff months**

4.4 Technicians (6 No.): At least a Diploma qualification from polytechnic with three years working experience of which at least 1 year experience shall be relevant to the assignment. The candidates should have good working knowledge of data collection and recording of axle load measurements at weighbridge stations. They should be keen observers and will be expected to report accurately on the axle load operations.

The technicians shall also be expected to collect traffic and axle load data. Computer literacy shall be required.

Estimated total input is **52 staff months**.

4.5 KRB will liaise with the Police Inspector General's office to provide the Consultant with **4 No. law enforcement officers** to accompany each independent monitoring teams. The per diems and other allowances of the law enforcement officers while on duty shall be paid by the Consultant and recovered under the contract as reimbursable costs. The law enforcement officers shall accompany the independent weighing measurements team using the mobile weighbridge provided by KRB and their role shall be to assist in stopping/directing of vehicles for weighing.

4.6 Support Staff. The Consultant shall provide appropriate support teams and equipment for the key personnel to enable them carry out the tasks including office management.

6. Knowledge transfer

In support the government's internship program, KRB will nominate 2 No. graduate civil engineers to be engaged by the Consultant as interns on the project. The Consultant will prepare and implement on the job training program covering field data collection, data processing, analysis of axle load data and technical report writing. (Who pays for their allowances)

7. Resources

7.1 Mobile Weighbridge

(i) KRB shall provide 2 No. mobile weighbridges (one as standby) which shall be used by the Consultant to carry out the independent weighing.

The Consultant shall be fully responsible for storage and transportation of the equipment during field monitoring. The Consultant shall be expected to take due care and diligence in handling the equipment, failure to which the Consultant may be charged for any damage or misuse of the equipment. The Consultant shall ensure that the equipment are used solely for the assignment.

- (ii) KRB shall reimburse the Consultants cost for maintenance and calibration using provisional sums allowed for in the contract. The maintenance and calibration shall be authorized by KRB. Calibration of the mobile weighbridge shall be done twice per year by a reputable firm. The Consultants shall be required to seek quotations of firms carrying maintenance and calibration of the equipment and approval of the evaluation report.
- (iii) The equipment shall be fully insured by KRB.

7.2 Transport

The consultancy involves a lot of field operations which requires well-co-ordinated, reliable transportation of field teams. The Consultant shall provide and maintain project vehicles with drivers as follows:

- (i) Not less than four (4 No.) 4WD vehicles for field team monitoring operations of the Consultancy services.
- (ii) Provide, fuel and maintain with driver, two (2 No.) Utility Passenger Vehicle, four wheel drive, vehicle engine capacity 2, 400-3,000 cc or equivalent for the exclusive use of the Client.

7.3 Office costs

The Consultants shall have well established offices or establish an office in Nairobi with adequate communications (telephones, fax, email), office equipment and shall be costed as monthly lump sum expenditure including all necessary costs for data/ information analysis, production of reports, communications etc.

Head office, logistical staff and other support staff (secretaries etc) shall also be provided by the Consultant as required to successfully deliver the project but shall not be costed separately. These costs are expected to be included as part of office overheads in above paragraph.

8 Outputs:

The Consultant shall produce the following outputs:

8.1 Inception report (1 No.)

This shall be prepared and submitted to KRB within one month of the start of the study and shall detail the conceptual view of the study, as shall have been discussed and agreed between the Consultant and the Client with a detailed workplan. The structure of the quarterly and Final reports shall be included in the Inception Report. The data to be

collected shall be agreed upon with the Client before field measurements commence. The report shall identify the critical rural and urban roads to be covered for independent monitoring.

8.2 Quarterly reports (4 No.)

These shall be prepared and submitted to KRB after two weeks quarter review period. The report shall capture cumulative data for the 3 months and any ad-hoc monitoring carried out during the reporting period. The reports shall analyse the axle load measurements, determine trends of overloading on the network and determine the effectiveness of the axle load enforcement with clear recommendations for enhancement. The report shall include a section on axle load statistics historical trends in the major trunk, rural and urban roads monitored. The Consultant shall present his findings and recommendations to KRB.

8.3 Workshop report

This report shall be prepared and submitted not later than two weeks after the stakeholders workshop. The report will outline the current axle load regime and identify the key policy and operational gaps in axle load management in the country.

8.4 Final report (1 No.)

This shall be prepared and submitted to KRB two months after the 4th quarter. The report shall summarize the findings from the four quarter reports, determine trends of overloading on the network and determine the effectiveness of the axle load enforcement with clear recommendations for enhancement.

This report shall also include the road pavement damage from overloading clearly illustrating the implication on road maintenance cost and other associated costs to the economy as a result of overloading for selected road sections to be identified by KRB.

The report shall review the current ALC regime and recommend an Axle Load Framework based on analyzed data.

Printing and distribution of reports:

The reports shall be submitted in 5No. Copies and circulated by the Client to the relevant stakeholders.

All reports must be submitted in both soft and hard copy. All computer data must be submitted in soft copy.

9 Duration of Services

The duration of the services shall be **15 months**. (Is this enough. The last one was about 24 months and think they requested for extension?????)

10 Services to be provided by the Client

- 10.1 KRB shall assign a Project Manager to the project as the contact person within KRB to facilitate the Consultants in undertaking the study.
- 10.2 KRB will provide appropriate letter of introduction to all relevant stakeholders including the road agency staff in charge of axle load control operations in order to facilitate field data collection. KRB shall also facilitate the Consultants to access relevant documentation needed for the assignment.
- 10.3 KRB shall provide 2 No. mobile weighbridge equipment (one as standby) to be used by the Consultant to carry out independent weighing as outlined in Task 3.1 above. The equipment shall remain the property of KRB.

11 Conduct of the Consultancy

The consultant will be based in Nairobi in the consultant's own offices.

12 Ownership of Data and Third Party Usage

All the computer software, data and information developed and collected during this consultancy shall belong to the Client. No use shall be made of them without prior written authorisation from the Client.

At the end of the Services, the Consultant shall relinquish all data and information to the client and shall make no use of them in any other study without prior authority from the client.

SECTION VI
FORM OF CONTRACT

CONTRACT

Between

KENYA ROADS BOARD

And

Consultant 1

For the Provision of Consultancy Services

To

Conduct a Study on vehicle loading trends in Kenya

Dated: February 2019

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FORM OF CONTRACT

This **CONTRACT** (hereinafter called the "**Contract**") is made on the _____ day of _____ 2019,

BETWEEN,

1. **KENYA ROADS BOARD** (hereinafter called the "**Client**") a Statutory body established by the Kenya Roads Board Act, Act No. 7 of 1999 (hereinafter called the "**Act**") having its registered office in Nairobi of Post Office Box Number 73718 - 00200, NAIROBI of the one part;

AND,

2. _____ (*name of Consultant, hereinafter called the "Consultant"*) a Limited liability Company having it's registered office in Nairobi of Post Office Box Number -----of the other part.

WHEREAS

- a) the Client has requested the Consultants to provide certain consulting services as defined in the General and Special Conditions of Contract (hereinafter called the "**Services**");
- b) the Consultants, having represented to the client that they have 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 shall be deemed to form an integral part of this Contract:

- a) The Letter of Award
- b) The Letter of Acceptance
- b) The Signed Subsidiary Agreement
- c) The Principal Agreement
 - i. General Conditions of Contract;
 - ii. The Special Conditions of Contract;
- f) The following Appendices:

Appendix A: Description of the Services

- (i) The Terms of Reference (TOR)
- (ii) The Consultant's Methodology
- (iii) The Work Plan

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Professional Support Staff

Appendix D: Breakdown of Contract Prices in Foreign Currency (N/A)

Appendix E: Breakdown of Contract Price

Appendix F: Form of Advance Payment Guarantee

Appendix G: Services and Facilities provided by the Client

Appendix H: Key Points of Agreement from Negotiation Meetings

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

- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Client shall make payments to the Consultants 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 KENYA ROADS BOARD

.....)
)
)
)
)
)
EXECUTIVE DIRECTOR)

in the presence of:)
)
)
)
)
)
)
)
(Signature of Witness))

.....)
)
)
)
(Name and Address of Witness))

FOR AND ON BEHALF OF THE CONSULTANTS)
)
(Consultant))
)
)
)
)
)
)
AUTHORISED REPRESENTATIVE)
in the presence of:)
)
)
)
)
)
)
)
(Signature of Witness))
)
)
)
)
)
(Name and Address of Witness))

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 Republic of Kenya as they may be issued and in force from time to time;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) "foreign currency" means any currency other than the currency of the Government;
- e) "GC" means these General Conditions of Contract;
- f) "Government" means the Government of the Republic of Kenya;
- g) "local currency" means the Kenya Shilling;
- h) "Member", in the case of Consultants consisting 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 Consultants' rights and obligations towards the Client under this Contract;
- i) "Party" means the Client or the Consultants, as the case may be, and "Parties " means both of them;
- j) "Personnel" means persons hired by the

Consultants or by any sub consultant as employees and assigned to the performance of the Services or any part thereof;

- k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- m) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 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.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties Unless otherwise specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2.

**COMMENCEMENT, COMPLETION,
MODIFICATION, AND TERMINATION OF
CONTRACT**

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

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

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

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

shall not be effective until the consent of the Client has been obtained.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for

the purposes of the Services and in reactivating the Service after the end of such period.

2.6

2.6.1 Termination By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

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

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a Client official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of

the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

**2.6.2 Termination
By the
Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payments upon
Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

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

paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3.

OBLIGATIONS OF THE CONSULTANT

3.1

General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers 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.

3.2

Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc

d) The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

ii) For a period of two years after expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub

consultant(s) and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines of Kenya Roads Board and shall at all times exercise such responsibility in the best interest of the Client.

Any discount or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken Out by the Consultants

The Consultants:

- (a) 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 coverage, as shall be specified in the SC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub consultants"), and
- (c) any other action that may be specified in the SC.

- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Consultants to Be the Property of the Client** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Neither party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4.**CONSULTANTS' PERSONNEL**

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the

Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

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

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be fixed lump sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs

incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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

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

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC, unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a Bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultants for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

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

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

SPECIAL CONDITIONS OF CONTRACT

- | Number of General Condition Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|------------------------------------|--|
| 1.1(h) | The Member in Charge is : N/A |
| 1.1 (i) | The Client means Kenya Roads Board |
| 1.2 | The language is : English |
| 1.3 | <p>The addresses are:</p> <p>For the Client:-
The Executive Director,
Kenya Roads Board,
Kenya Re-Towers, Off Ragati Road,
P. O. Box 73718 - 00200,
<u>NAIROBI.</u>
Tel : 254 (020) 2722865/6
Fax 254-020-2723161
E- Mail: info@krb.go.ke</p> <p>For the Consultants;-</p> <p>Consultant
Physical address
P. O. Box ----- Code
<u>Town</u></p> <p>Tel; Fax ; Email:</p> <p>To be valid, all e-mails and fax messages must be followed by a signed written confirmation.</p> |
| 1.6 | <p>The Authorized Representatives are:</p> <p>For the Client: <i>The Executive Director, Kenya Roads Board</i></p> <p>For the Consultants:</p> |
| 1.7 | VAT and Withholding tax shall be deducted at source in accordance |

with Government of Kenya regulations.

- 2.1** The date on which this Contract shall come into effect is the date on which both parties sign the Contract.
- 2.2** The date for the commencement of Services is fourteen (14) days from the date of issuance of the order to commence.
- 3.3**
- (i) Any information obtained by the consultant shall remain strictly confidential during the contract period and two years after the expiry of the Contract.
 - (ii) All documents prepared by the Consultant shall become the property of the Client and shall not be used without the Client's approval
 - (iii) Consultants shall bring to the attention of their staff involved in this project; the terms and conditions of this contract with regard to the confidentiality clauses.
- 3.4** The risks and coverage shall be:
- (i) Motor vehicle : **Comprehensive**
 - (ii) Professional liability: **Up to the value of the professional fees chargeable under the Contract.**
 - (iii) Loss or damage to equipment and property: **Up to the value of the equipment being utilized in the assignment.**
- 3.5** The following action shall require the prior approval of the Client;-
- a) Replacement of key staff
 - b) Expending the contingency item
 - c) Expending provisional sums in the contract.

- 3.7 “The consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the client. The client may use the documents without reference to the consultant.
- 6.2 (a) The amount in foreign currency or currencies is *Not applicable*
- 6.2 (b) The amount in local currency is Kenya Shillings..... [insert amount in words] (KShs.[insert Amount in figures]) inclusive of 16% VAT which amounts to KShs.[insert the amount in figures].
Kshs[insert Amount in figures]) represents total lump sum excluding Kshs[insert Amount in figures] and Kshs[insert Amount in figures] which are set aside as provisional sum and contingency sum respectively.
- 6.4 (a) Payments shall be made according to the following schedule:
- 10 percent (10%) of the Contract Price shall be paid upon submission and approval of the Inception Report
 - 20 percent (80%) of the Contract Price shall be paid upon submission and approval of the 1st Quarterly Report
 - 20 percent (80%) of the Contract Price shall be paid upon submission and approval of the 2nd Quarterly Report
 - 20 percent (80%) of the Contract Price shall be paid upon submission and approval of the 3rd Quarterly Report
 - 20 percent (80%) of the Contract Price shall be paid upon submission and approval of the 4th Quarterly Report
 - 10 percent (10%) of the Contract Price shall be paid upon submission and approval of the Final Report.
- 6.4 (b) Rejection of an invoice by the Client shall be notified not later than *fourteen (14) days* after submission by the Consultants, otherwise it shall be deemed to have been approved for payment.
- 6.5 Payment shall be made within *Sixty (60) days* of the Client's approval of the invoice and the relevant documents specified in Clause 6.4, and within *Ninety (90) days* in the case of the final payment.

7.2

Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of Kenya.

**SECTION VII:
CONFIDENTIAL BUSINESS
QUESTIONNAIRE**

Section VII: Confidential Business Questionnaire

SECTION VII: CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 - General

Business

Name.....

Location of business

premises.....

Plot

No.....

Postal Address.....Tel

No.....

Nature of

business.....

Current Trade License No.....Expiring

date.....

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your

bankers.....Branch.....

Part 2 (a) - Sole Proprietors

Your name in

full.....Age.....

Nationality.....Country of origin.....

*Citizenship details.....

Part 2 (b) - Partnership

Give details of partners as follows:

Name	Nationality	Citizenship details	Shares
1.....
2.....
3.....
4.....
5.....

Part 2 (c) - Registered Company

Private or Public.....

State the nominal and issued capital of the company:

Nominal Kshs.....

Issued Kshs.....

Section G: Confidential Business Questionnaire and Anti- Corruption Declaration

Give details of all Directors as follows:

Name	Nationality	Citizenship details	Shares
1.....
2.....
3.....
4.....
5.....

Date.....Signature of Tenderer.....

* If Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

Section G: Confidential Business Questionnaire and Anti- Corruption Declaration

SECTION VIII

**ANTI CORRUPTION
DECLARATION**

Section VIII: Anti-Corruption Declaration Pledge

ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of Firm and Address) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any Public Officer , their relations or business associates, in connection with tender No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative(s)

Name.....

Designation.....

Signature.....

Date.....