



**REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY
SERVICES TO DEVELOP
A WEB-BASED ROAD MANAGEMENT SYSTEM**

KRB/966/2018-19

REVISED IN JANUARY 2019

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SECTION I - LETTER OF INVITATION

Date: 14th December 2018

Dear Sir/ Madam,

RE: TENDER NO. KRB/966/2018/2019

Request for Proposals for Provision of Consultancy services for Web-Based Road Management System

- 1.1 Kenya Roads Board invites proposals for Provision of Consultancy Services to Develop a Web-Based Road Management System.
- 1.2 The Request for Proposals (RFP) includes the following documents:
- | | | |
|--------------|---|--|
| Section I | - | Letter of Invitation |
| Section II | - | Information to Consultants
Appendix to Information to Consultants |
| Section III | - | Technical Proposal |
| Section IV | - | Financial Proposal |
| Section V | - | Terms of Reference |
| Section VI | - | Sample Contract Form |
| 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 wil submit a proposal for the assignment

Yours sincerely,

Eng. Jacob Ruwa, OGW
EXECUTIVE DIRECTOR

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named 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 first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “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 to “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.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "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 during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff stafftime) 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 to ITC specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix to ITC.

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 to ITC 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 60 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; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix to ITC. 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 based on their responsiveness to the Terms of Reference, applying the evaluation 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 of the Consultant 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 financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "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 of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “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 to ITC.

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 TO INFORMATION TO CONSULTANTS

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

Clause Reference

INTRODUCTION

2.1.1 The name of the Client is: **KENYA ROADS BOARD** represented by the Executive Director

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, objectives, and description of the assignment are:

PROVISION OF CONSULTANCY SERVICES TO DEVELOP A WEBBASED ROAD MANAGEMENT SYSTEM.

2.1.3 A pre-proposal conference will be held: **YES**

The pre-proposal conference will be held on **4th January, 2019 starting at 10:00am** in Kenya Roads Board, Boardroom on 3rd floor, Kenya Re Towers, Upperhill, Nairobi.

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

Eng. Margaret Ogai,
General Manager, Planning and Programming,
Kenya Roads Board,
P.O.Box 73718-00200, Nairobi, Kenya
Email: info@krb.go.ke with copy to mnogai@krb.go.ke,
Tel No.: +254 (0)20 2722865/6/8

2.14 The Client will provide the following inputs:

- 1) Kenya Roads Board Planning and Reporting Manual, County Government work planning and reporting templates will be available on client's website, www.krb.go.ke

- 2) KRB will liaise with other Government Departments to enable the Consultant to have access to all relevant documentation related with the proposal. It is however expected that the Consultant shall make their own arrangements to acquire necessary information, once the initial introduction has been made.

2.1.7 The price to be charged for the tender documents is **KSh. 500.00**. Bidders who download the tender documents from the website **will not pay** any charges.

CLARIFICATIONS AND AMENDMENTS OF RFP DOCUMENTS

2.2.1 Client Address.

The Client's postal address, facsimile and e-mail address are as shown below;

Kenya Roads Board,
Kenya-Re Towers 3rd Floor,
Off Ragati Road,
P. O. Box 73718-00200
NAIROBI
Tel No.: +254 (0)20 2722865/6/8
Fax No.: +254 (0)20 2723161
Emails: info@krb.go.ke;
Attention: Eng. Margaret.N. Ogai,
General Manager, Planning and Programming

2.3.3 (ii) The estimated number of professional staff months required for the assignment is:
31 months for development and training on web-based Road Management System.

(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 Bidders are required to submit the following documents with their technical proposals:

Mandatory documents:

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.
- ii) Copy of Letter of Association signed by mandated representative of each member of associating firm for Joint Ventures or Associations
- iii) A copy of tax compliance certificate from Kenya Revenue Authority, or equivalent institution for foreign registered firms, must be submitted.
- iv) Bid validity documents shall be 120 days from the date of tender submission.
- v) The bidders shall serialize and initial all pages of the Technical and Proposals.
- vi) All Curriculum vitae (CV) submitted must be signed by the owner or the firm's authorized representative and copies of academic and professional certificates attached the the CVs.
- vii) Training is a specific component of this assignment: - **YES**
- viii) Additional information in the Technical Proposal includes:
 - a) Duly filled confidential business questionnaire in the provided format.
 - b) Bidders to provide a list of five (5) references that they have been engaged in similar assignment over the last ten years using the format given in Section III.
 - c) Bidders to attach signed letters of recommendations from five references that they have been engaged in similar assignment over the last ten years as in (a) above. The letters should indicate name of contact person and telephone address. KRB shall carry out due diligence of the information provided.
 - d) Bidders should submit a detailed company profile including 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 organizations and any other information relevant to this assignment.
 - e) Bidders to submit copies of audited accounts for the last two years certified by a certified public accountant.

- f) Bidders to indicate a work-plan/schedule for carrying out maintenance support.
- g) Bidders to indicate warranty terms including the manufacturer's warranty where applicable.
- h) Bidders to provide a detailed training programme and content for the users.

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 regulation.

SUBMISSION, RECEIPT AND OPENING OF PROPOSALS.

2.5.2 Consultants must submit “ONE” original and “ONE” copy of the Technical and Financial proposal.

2.5.3 The outer envelope containing the proposals should be clearly marked:

TENDER No. KRB/966/2018/2019

PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES TO DEVELOP A WEB-BASED ROAD MANAGEMENT SYSTEM

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

The submission address is:

**EXECUTIVE DIRECTOR,
KENYA ROADS BOARD,
P.O. BOX 73718-00200, NAIROBI, KENYA
TEL: 2722865/6/8, FAX: 2723161.**

2.5.4 Proposals must be submitted not later than **25th January, 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 PROPOSAL

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 complying substantially with the RFP instructions shall be rejected before proceeding to full evaluation.

The broad criteria for technical evaluation are as in table below:

Item	Description	Points %
1	General and Specific experience of the consultant 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.	40
4	Transfer of knowledge (Training) program	10
5	Participation by Kenyan nationals among proposed Key Experts	10
	Total	100

Only proposals 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 and staff complement)	3
b) General and specific experience of the firm to the assignment <ul style="list-style-type: none"> • Experience of the firm in application development -2 points • Specific experience in development of Road Management System - 2.5 points • Five references that the firm has been engaged in similar assignment over the last ten years. - 5 points • Signed letters of recommendations from five references. - 2.5points 	12
Total for Criteria 1	15

2. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference									
a) Adequacy of Methodology	17								
b) Time schedule for activity (work plan /time scale)	4								
c) Organization and staffing	3								
d) Completion and Submission of Reports	1								
Total for criteria 2	25								
3. Qualifications and competence of the key staff for the assignment									
a) Team Leader/Systems Developer	10								
b) Highway Engineer	10								
c) Financial Expert	5								
d) GIS expert	5								
e) Web designer	8								
f) Graphics designer	2								
<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> <table border="1" style="width: 100%;"> <tr> <td>1) General qualifications (general education, training, and experience):</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>2) Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments)</td> <td style="text-align: center;">80%</td> </tr> <tr> <td>3) Experience in region and language (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Total weight:</td> <td style="text-align: center;">100%</td> </tr> </table>		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 region and language (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	10%	Total weight:	100%
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 region and language (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	10%								
Total weight:	100%								
Total for Criteria 3	40								
3Transfer of knowledge (training) program									
a) Relevance of training program	4								
b) Training approach and methodology	2								

c) Qualifications of experts and trainers	4	
Total points for criterion (iv):	10	
Total for Criteria 4		10
5. Participation by nationals among proposed Key Experts [Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]		
Total points for criterion (v)		10
Grand Total		100

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL

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

$$T = \text{_____} (0.70)$$

$$F = \text{_____} (0.30)$$

AWARD OF CONTRACT

2.10.2 The assignment is expected to commence in February 2019, or on a date as agreed during negotiations and written in the contract, at the Consultant's office in Nairobi, Kenya.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the Consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The Technical Proposal shall be prepared in the following standard forms and in the format detailed below:
- i) Technical Proposal submission form.
 - ii) Firm's references.
 - iii) Comments and suggestions 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) Format of curriculum vitae (CV) for proposed professional staff.
 - vii) Time schedule for professional personnel.
 - viii) Activity (Work) schedule
 - ix) Any Appendices the Consultant deems necessary.

Consultants are advised to follow the above format (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.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

Our Ref:

Your Ref:

To: Executive Director,
Kenya Roads Board,
P.O Box 73718-00200,
Nairobi

Dear Sir,

RE: Tender No. KRB/966/2018-19: Provision of Consultancy Services to Develop a Web-Based Road Management System

We, the undersigned, offer to provide consultancy services to develop a web-based Road Management System in accordance with your Request for Proposal dated _____[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope).

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

We remain,

Yours sincerely,

_____[Authorized Signature]:

_____[Name and Title of Signatory]

:

_____[Name of Firm]

:

_____[Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on **FIVE** assignments for which your firm either individually, as a corporate entity or in association, was legally contracted in the last **TEN** years. The nature of these assignments should be similar or related to the present assignments.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

3. 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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

a) Key Staff

SN	Name	Position	Detailed Tasks to be assigned
		Team Leader/Systems Developer	
		Highway Engineer	
		Financial Expert	
		GIS Expert	
		Web Designer	
		Graphic Designer	

b) Other staff

SN	Name	Position	Detailed Tasks to be assigned

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

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

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

_____ *[Signature of staff member]*

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

(C.V'S NOT SIGNED BY OWNER OR AUTHORISED REPRESENTATIVE SHALL NOT BE EVALUATED. COPIES OF ACADEMIC & PROFESSIONAL CERTIFICATES MUST BE ATTACHED)

8. ACTIVITY (WORK) PLAN AND PLANNING FOR DELIVERABLES

N o	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	.	n		
D - 1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D - 2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the 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.
3. Include a legend, if necessary, to help read the chart.

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings 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.

FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

_____ [Name and address of Client]

Ladies/ Gentlemen:

RE: Tender No. KRB/966/2018-19: Provision of Consultancy Services to Develop a Web-Based Road Management System

We, the undersigned, offer to provide Consultancy Services to develop a web-based Road Management System in accordance with your Request for Proposal dated _____ [insert date] and our Proposal. Our attached Financial Proposal is for the sum of Kenya Shillings _____ [amount in words], Kshs _____ [amount in figures], inclusive of taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

TABLE 1: SUMMARY OF PRICE PROPOSAL

Item	Description	Amount (Kshs)
A	Development of RMS & Training of Users	
B	Annual Maintenance of RMS	
C	Total of Financial Proposal (A+B)	
D	Contingencies, 10% of C	
E	VAT, 16% of (C+D)	
F	Total amount of Financial Proposal (Inclusive of Contingencies & VAT) (C+D+E)	

TABLE 2: DETAILED COST BREAKDOWN
(a) Development of RMS & Training of Users

S/No.	Description	Unit	Quantity	Rate (KSh.)	Amount (KSh.)
1	Key Staff				
1.1	Team Leader (Systems Developer)	Staff month	8		
1.2	Highway Engineer	Staff month	6		
1.3	Financial Expert	Staff month	4		
1.4	GIS Expert	Staff month	4		
1.5	Web Designer	Staff month	7		
1.6	Graphics Designer	Staff month	2		
1.7	Other Staff (Please specify)				
	Sub-total 1				
2	Field Allowances				
2.1	Team Leader (Systems Developer)	days	20		
2.2	Highway Engineer	days	20		
2.3	Financial Expert	days	20		
2.4	GIS Expert	days	20		
2.5	Web Designer	days	20		
2.6	Graphic Designer	days	5		
2.7	Other Staff (Please specify)	days			
	Sub-total 2				
3	Transport				
3.1	Consultant's transport for local running	Veh-months	8		

(b) Annual Maintenance of RMS

5	Maintenance of RMS				
5.1	Cost of annual Maintenance from the end of the warranty period of 12 months which begins from the date of commissioning and hand over of the RMS	month	12		
5.2	Cost of annual licenses (where applicable ²)	Lumpsum			
	Sub-total b C/forward to Summary of Price Proposal				

² The annual license fees may be applicable depending on the platforms that the firms propose to use

TABLE 3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Position	Person-month Remuneration Rate (Kenya Shillings)	Time Input in Person/ Month	Amount (Kenya Shillings)
Key Experts					
K1			[Home]		
K1			[Field]		
K2			[Home]		
K2			[Field]		
Non-Key Experts					
N1			[Home]		
N1			[Field]		
N2			[Home]		
N2			[Field]		
				Total Costs	

TABLE 4: BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Item	Description of Item	Unit	Unit Cost (Kshs)
A	Other allowances (Per diem, etc., - Please specify):	Day	
B	Transport		
B1	In/out Airport transport	Trip	
B2	Local / International Flights (from..... to.....)	Ticket	
B3	Rail transport	Trip	
C	Communication Costs (Please specify)		

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR DEVELOPMENT OF WEB BASED ROAD MANAGEMENT SYSTEM FOR COUNTY GOVERNMENTS

1. Background

The Kenya Roads Board (KRB) is a statutory body established by the KRB Act No. 7 of 1999, with the overall mandate to coordinate development, rehabilitation and maintenance of Roads in Kenya and manage the Kenya Roads Board Fund which includes the proceeds of the Road Maintenance Levy Fund generated from fuel levy, transit toll and other funds that may accrue into it.

KRB is required to disburse 15% of the RMLF to county governments in accordance with County Allocation and Revenue Act (CARA) 2015. RMLF is released to County Governments as per collection in accordance with the approved disbursement schedule. The remaining 85% of the RMLF is shared by Road Agencies in proportions specified in the KRB act of 1999, as amended the Kenya Roads Act of 2007 and the Finance Act of 2009.

The Board issue ceilings to Road Agencies (RAs) and County Governments (CGs) at the start of every financial year. The RAs and the CGs are required to prepare work plans as per the issued ceilings. The Board reviews the work plans and consolidates them to Annual Public Roads Programme (APRP). The APRP forms the basis for disbursement, monitoring and auditing. The RAs and the CGs are required to implement the works in the approved work plans and submit quarterly progress reports to KRB on the status of implementation of the APRP. On the basis of submitted reports, KRB analyses and prepares the APRP implementation reports.

In view of the above, the Board has been experiencing challenges in analysing the work plans especially from the CGs because submission of workplans and reporting is done manually. This is because the CGs do not have a Road Management System (RMS) in place.

There is therefore a need for KRB to develop a web-based RMS that will improve the process of planning and reporting by the County Governments.

2. Scope

The system will be used for work planning and reporting by County governments, reporting by the RAs and analysis and review of these work plans and reports by Kenya Roads Board.

It is expected that the Road Agencies and County Governments will use this system for reporting on all sources of funding for road maintenance in addition to RMLF.

3. Objectives

The overall objective is to automate the process for work planning and reporting by County Governments. This will enhance efficiency, compliance monitoring and reporting.

Specific objectives of the assignment are:

- i. To establish a web-based Road Management System to improve efficiency, consistency, reporting and control.
- ii. To enhance capacity of County Governments in work planning, reporting and compliance
- iii. To improve KRB capability to monitor road maintenance programs being implemented by RAs and CGs
- iv. To enable KRB track and form trends on the amount of resources being applied on maintenance of specific roads

4. User Requirements

It is envisaged the system will be used by KRB, County Governments and RAs as outlined below:

(a) KRB

- i. To review RAs and CGs work plans for compliance.
- ii. To consolidate work plans into APRP.
- iii. To review and analyse RAs and CGs progress reports (both Non-Financial and Financial).
- iv. To prepare Management reports
- v. To report on the level of compliance with the APRP and monitor progress

(b) COUNTY GOVERNMENTS

- i. To prepare work plans
- ii. To prepare and update progress report
- iii. To submit work plans and progress reports to KRB.
- iv. To capture road inventory and condition data
- v. To monitor project cost

(c) ROAD AGENCIES

- i. To submit work plans and progress reports to KRB.

5. Capability of the system

- i. The system must have an interface to capture work-planning data (Refer to Appendix 1 & 2).
- ii. The system must have an interface to capture and update reporting data (Refer to Appendix 1 & 2).
- iii. The system must have an interface to for exchange of road data with the KRB GIS system. (Refer to Appendix 3).
- iv. The system must have an interface for exchange of data such as roadworks unit rates with the COST ESTIMATION system (COSTES) (available from the KRB Website).
- v. The system must have an interface for document upload in various formats (e.g. pdf, jpeg, xls etc).
- vi. The system must have mobile connectivity and access.
- vii. The system must be able to output summary report data (Refer to Appendix 1 &2)

6. Tasks

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

a) Systems Design, Development & Implementation

- i. Identify the Client's needs and submit for approval a Needs Analysis report
- ii. Develop a database schema and submit to the client for approval.
- iii. Develop the actual database.
- iv. Compile and input generic/base data and records related to database content.
- v. Test and debug the functionality of the system.
- vi. Capture of historical data³ from FY 2015/16

b) Web Design, Development & Implementation

- i. Identify the website system needs and submit for approval.

³ The data shall be provided to the Consultant in digital format (MS word, excel, pdf as appropriate)

- ii. Develop the relevant web forms and submit to the client for approval.
 - iii. Develop the actual website.
 - iv. Integrate the website with the database
 - v. Test and debug the functionality of the system.
- c) **Interface with other systems including COSTES , KRB GIS and KRB ERP**
- i. Identify the interfacing needs and submit for approval.
 - ii. Develop the interfaces within the RMS with other existing systems.
 - iii. Test and debug the interfaces.
- d) **Prepare user manuals**

The consultant shall prepare both system and user manuals.

e) **Training**

The Consultant will be required to build capacity by training trainers, super users and general users in Kenya Roads Board, Kenya National Highways Authority, Kenya Rural Roads Authority, Kenya Urban Roads Authority, Kenya Wildlife Services and the 47 county governments on all aspects of the system. The training should enable them to train other users as well as sufficiently support the system. The training should be as follows:-

- i. **Train super users and training of trainers:** KRB and Counties – 20 No. IT professionals and highway engineers. This will involve 5 day training workshop to be held in Mombasa.
- ii. **Train End users:** 4 Regional, each 3-days training workshops (Total number 250). The workshops will be held in Mombasa, Kisumu, Naivasha and Meru.
- iii. Sensitize senior management from KRB and all the road agencies and county governments to access key reports, query transactions and standard data. This will involve one workshop in Nairobi.

f) **System maintenance and support**

The Consultant shall offer maintenance and support to the system for **twelve (12) months** after commissioning

7. Modules to be developed

a) **Works planning module**

The module should be capable of enabling the County Governments prepare work plans in compliance with KRB requirements (Refer to Appendix 1 &2- Planning Manual). The details of the work plans to be captured will include, but not necessarily limited to:

- a. A specific road identification number to be obtained from the KRB's Roads Register
- b. Road name or section broken down in terms of specific attributes such as chainages and/or junctions with other roads
- c. Road surface type selected from pre - loaded standard road surface types
- d. Length of road or section in Kilometres
- e. Specific activity code for proposed interventions
- f. Proposed activity description selected from pre - loaded road work items
- g. The procurement and implementation method of carrying out the works, whether an outsourced contractor or works done in-house
- h. The unit measure for quantifying the works
- i. The quantity of the planned works
- j. Planned Unit Rate estimate for each planned work item
- k. Amount planned for each work item as being the product of the planned quantity and the planned rate
- l. The module should support revision and submission of work plans

The system should have the following enabled controls:

- Ability to check against exceeding the funding ceilings
- Roads planned to be within the CGs list of roads inventory
- Ability to assign a road condition rating
- Indication of the source of work planning rates

The module should be able to provide a summarized work plan as required in the Planning Manual (Appendix 1&2)

b) Work implementation module

This module should enable the County Governments to capture their quarterly progress data including details of planned works against achieved progress for each quarter. These should be captured under the following fields

- a. Packaging of works for tendering and contracting
- b. Progress achieved against amount spent for each quarter
- c. Cumulative progress and expenditure for the whole financial year

The module will also provide facility for Road Agencies to upload their quarterly progress reports.

c) Reporting module

This module shall also enable the KRB to perform analysis, interrogate the system and provide the following:

- Consolidated and Revised APRP
- Various reports (template and customized), including and not limited to
 - (i) Progress of implementation of APRP
 - (ii) Employment report
 - (iii) Training reports
 - (iv) Financial reports
 - (v) Bank reconciliation statements
 - (vi) Tracking of funds disbursements
 - (vii) Status of submission of work plans and reports

The system should be able to generate periodic progress reports specific to each road or contract without overwriting historical data.

8. Duration of services

The duration of the services is **twenty one (21) months**, inclusive of nine (9) months for system development and training and twelve (12) months for maintenance.

9. Qualifications of key experts

The Consultant shall propose a team of experts with overall documented experience in similar exercises as follows:

i) Team Leader/ Systems Developer

University Degree in Computer Science/Information Technology or Business Information Technology or equivalent OR a University Degree plus Postgraduate Diploma in Computer Science with a minimum 10 years' post-qualification experience in Systems design and development.

Certification in Database Technologies e.g. SQL or equivalent⁴. Membership in a professional body as an added advantage.

The team leader should be conversant with ICT standards, and ICTA guidelines and regulations.

Experience in developing road management systems is an added advantage.

At least 3 years' experience as team leader.

The Team Leader will lead the development of requirements for the Web based RMS. He/she will coordinate the collection and compilation of data and records from the Client. The Team Leader will be responsible for designing and creating a Web based

⁴ Academic transcripts which include a course in SQL is acceptable.

RMS and shall ensure that the system is able to capture all the relevant information that is required. He/she will lead the training of users.

Estimated total input: **8 staff month**

ii) Highway Engineer

University Degree in Civil Engineering and registered as Professional Engineer with Engineers Board of Kenya or equivalent. He/she should have at least 10 years working experience in highway engineering. He/ She should be conversant with various stages of road design, construction supervision, maintenance, technical audit, monitoring and evaluation. Demonstrated working knowledge of Road Asset Management Systems is an added advantage.

The Highway Engineering will lead in collecting and compiling historical roadworks data, defining the roads data requirements, specify the Roadworks Planning and implementation progress reports as well as other Management reports to be produced by the system. He/she will analyse the system outputs (Non-financial reports) to ensure accuracy. He/she will also advise on the requirements for interfacing of the RMS with other road planning application in use at KRB (such as HDM-4, Cost Estimation System – COSTES, contracts database, axle load database). He/she will also train users on road classification, works planning and reporting.

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

iii) Financial expert

University Degree in Bachelor of Commerce (Finance or Accounting Option) or equivalent OR a university degree and registered as Certified Public Accountant with Institute of Certified Public Accountants of Kenya (ICPAK) or equivalent. He/she should have at least 8 years working experience accounting or financial audit and conversant with accounting softwares. He/ she should have demonstrated experience in Public Finance Management, fund management and project financing. Knowledge in financial modelling will be an added advantage.

The Financial Expert will lead in collecting and compiling historical financial data, defining the financial data requirements, specify the Financial reports to be produced by the system and analysing the system outputs (Financial reports) to ensure the reports are accurate and in compliance with KRB requirements as well as the Public Finance Management regulations. He/she will advise on the requirements for interfacing of the RMS with the other Financial Systems in use at KRB (such as Sage, IFMIS). He/she will also train users on Financial reporting.

Estimated total input: **4 staff months.**

iv) Website Designer

University Degree in Computer Science/Information Technology or equivalent with a minimum 5 years post-qualification experience.

Proven experience in website design and development, mobile applications and scripting languages e.g HTML, Adobe Dreamweaver, PHP e.t.c.

The web designer must be conversant with ICT standards, and ICTA guidelines and regulations.

The Web designer will prepare the user interface of the Road Management System. He/she will be required to closely with the Team Leader to ensure that the web functionality of the system is as per the requirements.

Estimated total input: **7 staff months.**

v) GIS Expert

University Degree in Geographical Information Systems, Surveying, Geomatics or equivalent. He/she should have at least 5 years working experience and 2 years demonstrated experience in GIS for Infrastructure. He/ she should be conversant with ArcGIS.

The expert will be responsible for interfacing of the road management system to the GIS database. He/she will also train users on the GIS applications and annual Road inventory and condition survey for update of KRB Geodatabase.

Estimated total input: **4 staff months.**

vi) Graphics Designer

University Degree in Graphic Design or equivalent with a minimum 5 years post-qualification experience. Proven experience in website interfaces, logo design and user manual graphics.

He/she will be responsible for the graphic design, document layout and producing print-ready user manuals. He/she will also work closely with the website design to prepare the graphics to make the user interfaces attractive and easy to recognise.

Estimated total input: **2 staff month.**

vii) Other Support Staff

The consultant shall provide relevant support staff as necessary for the accomplishment of the assignment.

10. Deliverables

The consultant will prepare and submit the following reports and deliverables: -

Reports:

- a) **Inception report** should be submitted in two (2) weeks from the commencement date. The report should detail:
 - General overview of scope of works
 - Proposed solutions and recommended modules.
 - System planning, design and development. (methodology to be applied)
 - Revised time schedule / work flow detailing activities and time frame.
- b) **Interim report** should be submitted in two (2) months from the commencement date. The report should include:
 - Detailed user requirement statements
 - Specific solutions achieved
 - The database design
 - The website design
 - The proposed Interfaces
 - Solution designs
 - Work flow diagrams.
 - System testing plan (time frame, personnel and which authorities to be involved)
 - Training schedule indicating training, timelines and trainees.
- c) **Draft final report** on a fully functional web based RMS should be produced at the end of fifth month. The report should include:
 - Summary of the system development during consultancy period including challenges encountered and mitigation measures undertaken.
 - Implementation, support and handover report (source codes, user manuals, technical manuals, quality assurance, and system roll over approval.
- d) **Final report** should be produced at the end of sixth month incorporating the client's inputs on draft final report.

- e) **User training reports.** The reports should be produced not later than 1 week after the training is held and should document the overall proceedings (attendance register, summary of proceedings, recommendations, presentations, photographs, course evaluation etc)
- f) **Fully functional Web Based Road Management System (RMS)** complete with the following functionalities.
 - i. Planning Module
 - ii. Reporting Module
 - iii. Interface with KRB's GIS database
 - iv. Interface with COSTES database
 - v. Document upload functionality in various formats (e.g pdf, photos, excel.)
 - vi. Mobile connectivity and access.
 - vii. Ability to produce summary reports (e.g APRP. KMs planned, compliance, disbursements, budgeted versus actual project costs).
 - viii. System source codes.
 - ix. System documentation
 - x. User manuals

11. Provision of Project vehicle

The Consultant shall provide, fuel and maintain one (1) No. Four Wheel Drive vehicle 2,400-3,000 cc with a driver, throughout the contract period, for exclusive use by the Client's Project Manager. The vehicle shall be provided within one month of contract effectiveness.

12. Conduct of Services

The Consultants will be based in Nairobi and will manage the Services from their offices.

13. Data, Facilities and services to be provided by the Client

The client shall provide the following:

- i. A Project Manager will be appointed by KRB and will be the contact person within the organization.
- ii. Planning and reporting manual and the requisite templates and formats.
- iii. Existing work plans and reports and other documents, progress reports for RMLF, and development projects.
- iv. User manual of the current KRB RMS and also the samples of reports produced by the system
- v. Historical Data/ Baseline data
- vi. KRB will meet the costs of the training venues (including lunches and teas for all participants) and travel and accommodation costs for KRB staff. However, the Consultant will cater for his own accommodation and travelling costs.

14. Ownership of data and Third Party Data

All the computer software, maps, data and information developed, collected or obtained from the Client during this assignment shall belong to the Client. No use shall be made of them without prior written authorization from the Client.

At the end of the Services, the Consultant shall relinquish all data, maps, software and information (including the database, programs, codes and related documentation) to the Client and shall make no use of them in any other assignment without prior written authority from the Client.

The Client shall retain all copyrights of all software and publications produced during the assignment.

APPENDICES

All the listed documents below may be accessed from KRB website (www.krb.go.ke)

Appendix 1 - KRB APRP Preparation (Work planning and Reporting) Manual

Appendix 2 - Standard formats and Templates

Appendix 3 - KRB GIS Data Dictionary & Road Register

SECTION VI: SAMPLE CONTRACT FOR CONSULTING SERVICES

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

I. FORM OF CONTRACT

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ 2018, between

KENYA ROADS BOARD of Post Office Box Number 73718-00200, Nairobi

(hereinafter called the "Client") of the one part and

_____ (name of

Consultant) (hereinafter called the "Consultant") of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of the Services including consultant's workplan
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price in Foreign Currency - N/A
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

- Appendix G: Form of Advance payment Guarantee - N/A
- Appendix H: Notification of Award and Letter of Offer
- Appendix I: Minutes of Contract Negotiation Meeting
- Appendix J - Power of Attorney

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

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

For and on behalf of KENYA ROADS BOARD

SIGNED: _____

EXECUTIVE DIRECTOR, KENYA ROADS BOARD

WITNESSED BY: _____

(Signature of Witness)

NAME OF WITNESS _____

ADDRESS OF WITNESS _____

For and on behalf of CONSULTANT

SIGNED: _____

AUTHORIZED REPRESENTATIVE

WITNESSED BY: _____

(Signature of Witness)

NAME OF WITNESS _____

ADDRESS OF WITNESS _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;

- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Subconsultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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

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

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

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

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

1.7 Taxes and Duties The Consultant, Subconsultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

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

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to

2.6.2 By the Consultant

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 public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive the Client of the benefits of free and open competition.

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

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

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

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The

Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Subconsultants or third parties.

3.2 Conflict of interests

3.2.1 Consultant not to benefit from Commissions, Discounts Etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any subconsultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (i) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his subconsultant[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.
- (ii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in the Project

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

- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract and as may be specified in the SC; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken out by the Consultant** The Consultant shall
- (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and
 - (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and subconsultants").
- 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 Consultant to be the Property of the Client All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Subconsultants 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 or(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 Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.
- 5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

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

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

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

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of General Condition Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.1(h) The Member in Charge is : N/A

1.1(i) The Client means **Kenya Roads Board**

1.1 The Applicable law is : **the Law of the Republic of Kenya**

1.2 The language is : **English**

1.3 The addresses are:

For the Client:-

The Executive Director,

Kenya Roads Board,

Kenya Re-Towers, Off Ragati Road,

P. O. Box 73718 - 00200, **NAIROBI.**

Tel : +254 (0)20 2722865/6

Fax +254-(0)20-2723161

E- Mail: info@krb.go.ke

For the Consultants;-

Physical address

P. O. Box ----- Code

Town

Tel; Fax ; Email:

To be valid, all e-mails and fax messages must be followed by a signed written confirmation.

1.6 The Authorized Representatives are:

For the Client: The Executive Director, Kenya Roads Board,
P.O. Box 73718-00200, Nairobi

For the Consultants:

- 1.7 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 effective date.
- 2.3 The period shall be twenty one (21) Months from the commencement date.
- 2.6.1 Delete first paragraph entirely and replace with:
“The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days in the event referred to in (e)
- 2.6.2 Delete second paragraph and replace as follows:
“ a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue;”
- 3.2.2 Consultants or their personnel shall not use information obtained in the course of this assignment to gain undue or unfair advantage over other parties. Any information obtained shall remain strictly confidential during the contract period and two years after the expiry of the Contract.
- 3.2.3 The Consultant shall not engage in any other assignment related to procurement of consultancy services to develop a web based road management system during the term of this Contract.
- 3.2 & 3.3 Consultants shall bring to the attention of their staff involved in this project; the terms and conditions of this contract especially the Conflict of interest and 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.**

3.5 The following action shall require the prior approval of the Client:-

- (i) Expending provisional or contingency sums in the contract
- (ii) Replacement of key staff

3.7 All documents prepared by the Consultant shall become the property of the Client and shall not be used without the Client's approval.

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:

- **1st Payment: 15%** of the lump-sum amount shall be paid upon submission and approval of the inception report.
- **2nd payment: 30%** of the lump-sum amount shall be paid upon submission and approval of interim report
- **3rd payment: 30%** of the lump-sum amount shall be paid upon submission and approval of functional Road Management System
- **4th payment 15%** of the lump-sum amount shall be paid upon roll out of the Road Management System to KRB and Counties and conducting training of users

- **5th payment:** 10% of the lump-sum shall be paid upon submission and approval of final report, user manuals and training reports.
- Payments for provisional sums and contingencies shall be made against supporting documents.

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

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.....

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 VIII: ANTI-CORRUPTION PLEDGE DECLARATION

I/We (Name of the firm) 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.....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 accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer or authorized representative.