

THARAKA NITHI COUNTY GOVERNMENT



Department of Roads, Transport and Infrastructure

REQUEST FOR PROPOSALS – CONSULTANCY SERVICES

RFP No.: TNCG/RDS/2/2018/2019

**CONSULTANCY FOR DETAILED ENGINEERING DESIGN AND
PREPARATION OF BIDDING DOCUMENTS FOR UPGRADING OF
34.9KM VARIOUS EARTH ROADS UNDER LOW VOLUME SEAL
CONCEPT.**

Client: COUNTY GOVERNMENT OF THARAKA NITHI

**Project: UPGRADING OF 34.9KM EARTH ROADS UNDER LOW
VOLUME SEAL CONCEPT.**

Issued on:

AUGUST, 2018

TENDER NOTICE

CONSULTANCY FOR DETAILED ENGINEERING DESIGN AND PREPARATION OF BIDDING DOCUMENTS FOR UPGRADING OF 34.9KM VARIOUS EARTH ROADS UNDER LOW VOLUME SEAL CONCEPT.

The County Government of Tharaka Nithi, Department of Roads, Transport and Infrastructure is a Department established under the County, with the responsibility for management, development, rehabilitation and maintenance of county roads.

The Department hereby invites Requests for Proposals (RFPs) from eligible Independent Professional Road Engineers registered under the Engineers Board of Kenya (EBK) with a minimum experience of eight (8) years to provide consultancy services for preparation of Detailed Engineering Designs and Contract Bidding Documents for Upgrading of approximately 34.9 km various Earth Roads under Low Volume Seal Concept as outlined below:

- | | | |
|---|---|--------|
| • Kambadi Cheera Ruguti road | – | 8.7 km |
| • Chogoria town Ring road | – | 2 km |
| • Mukothima town roads | – | 2 km |
| • Kibugua town roads | – | 2 km |
| • Tunyai Nthaara Kanyuru Marimanti road | – | 19 km |
| • Access to the Executive Block | – | 1.2 km |

Please note that the distances shown are only indicative and the actual distances are to be determined by the Consultant.

The tender will be awarded in accordance with procedures described in this RFP and the County Government Procurement Regulations 2013.

The RFP includes the following documents: -

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

The following MUST be submitted with the proposal:-

- a) Proof of registration with the Engineers Board of Kenya (EBK) as a Professional Registered Engineer
- b) Curriculum Vitae (CV) of the proposed key staff
- c) Certified copies of certificates and testimonials of the proposed key staff
- d) Proof of similar previous experience of services carried out
- e) Current work load and status
- f) PIN Registration

A tender will be treated as non-responsive and subject to automatic disqualification if any one of the above documents or information is not submitted.

Adequacy of qualifications will be determined through an evaluation procedure described in the

Information to Consultants.

The Request for Proposal document can be downloaded from the County Website <https://tharakanithi.go.ke/> free of charge.

Completed tenders should be submitted in plain sealed envelopes clearly marked
“RFP FOR CONSULTANCY FOR DETAILED ENGINEERING DESIGN AND PREPARATION OF BIDDING DOCUMENTS FOR UPGRADING OF 34.9KM VARIOUS EARTH ROADS UNDER LOW VOLUME SEAL CONCEPT ” addressed to:

**The Head Supplies Chain Management,
Tharaka Nithi County Government,
Procurement Committee
P.O.Box 10-60406,
Kathwana.**

The Documents should be deposited in the Tender Box of the County Procurement Office so as to be received on or before **14th September 2018 by 11.00a.m.**

Opening of Technical Proposals will take place immediately thereafter in the presence of Bidders' representatives who wish to attend.

The Tenderers' shall remain bound by their offers for 120 days from the date of tender opening.

The Client reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to accept the lowest or any tender.

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Section A: Letter of Invitation

Dear Sirs,

RE: CONSULTANCY SERVICES FOR PREPARATION OF DETAILED ENGINEERING DESIGN AND PREPARATION OF BIDDING DOCUMENTS FOR UPGRADING OF 34.9KM VARIOUS EARTH ROADS UNDER LOW VOLUME SEAL CONCEPT

The County Government of Tharaka Nithi invites Proposals to provide the following consulting services:

Consultancy services for preparation of Detailed Engineering Designs and Contract Bidding Documents for upgrading of approximately 34.9 km various Earth Roads under Low Volume Seal Concept as outlined below:

- | | | |
|--|---|--------|
| • Kambadi Cheera Ruguti road | – | 8.7 km |
| • Chogoria town Ring road | – | 2 km |
| • Mukothima town roads | – | 2 km |
| • Kibugua town roads | – | 2 km |
| • Tunyai Nthara Kanyuru Marimanti road | – | 19 km |
| • Access to the Executive Block | – | 1.2 km |

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

The RFP includes the following documents:

- | | |
|----------------------|-----------------------------------|
| ▪ Section A - | Letter of Invitation |
| ▪ Section B - | Information to Consultants |
| ▪ Appendix A | |
| ▪ Section C - | Technical Proposal Standard Forms |
| ▪ Section D - | Financial Proposal Standard Forms |
| ▪ Section E - | Terms of Reference |
| ▪ Section F - | Standard Form of Contract |
| ▪ List of Appendices | |

The following **MUST** be submitted together with the proposal:-

- Proof of registration with the Engineers Board of Kenya (EBK) as a Professional Registered Engineer
- Curriculum Vitae (CV) of the proposed key staff
- Certified copies of certificates and testimonials of the proposed key staff
- PIN Registration
- Certified copies of certificates and testimonials of the proposed key staff
- Proof of similar previous experience of services carried out
- Current work load and status

You are requested to acknowledge receipt of this Letter of Invitation and indicate whether or not you intend to submit a Proposal.

The submission date for these proposals is **the date and time indicated in the Tender Notice**

or any subsequent Tender Addenda, and the submission address is:

The Head Supplies Chain Management,

Tharaka Nithi County Government,

Procurement Committee

P.O.Box 10-60406,

Kathwana.

Proposals must be deposited in the Tender Box located at the reception at the County Headquarters .

Opening of the proposals will take place immediately thereafter in the presence of consultants or their representatives who choose to attend.

Yours sincerely,

Kelvin Kariithi

Chief Officer Roads, Transport and Infrastructure

Section B: Instructions to Consultants

1. Introduction	<p>1.1 The Client named in the Appendix A intends to select an Individual Consultant in accordance with the method of selection specified in the Appendix A.</p> <p>1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Appendix A. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>1.3 The Consultants should consider the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the Appendix A. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>1.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Appendix A.</p>
2. Conflict of Interest	<p>2.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>2.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.</p> <p>2.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Appendix A, the Consultant shall not be hired under the circumstances set forth below:</p>
3. Corrupt and Fraudulent Practices	<p>3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>3.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Agency.</p>
4. Preparation of Proposal Technical Proposal	<p>4.1 The Consultants proposal shall be written in English language.</p> <p>4.2 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.</p> <p>4.3 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <p style="padding-left: 20px;">a. For assignments on a staff-time basis, the estimated number of</p>

<p>Financial Proposal</p>	<p>professional staff-months is given in Appendix A. The proposal shall however be based on the number of professional staff-months estimated by the firm.</p> <ul style="list-style-type: none"> b. Proposed professional staff must as a minimum, have the experience indicated in Appendix A, preferably working under conditions similar to those prevailing in Kenya. c. The consultant may at his/her own discretion engage some team members to work with him/her to deliver the final product. In this case, the consultant will: <ul style="list-style-type: none"> i) remain fully and solely responsible for and accountable to the Client for the timeliness and quality of all the outputs delivered. ii) submit a technical proposal reflecting, among others, the CVs of the consultant and his/her selected team members indicating their experience and track records in similar undertakings. The technical proposal must specify work assignment for each of the team member. iii) submit a financial offer with an all-inclusive price occurred to deliver the final product(s) with break-down detail cost for each team member. <p>4.4 The Technical Proposal shall provide the following information using the attached Standard Forms;</p> <ul style="list-style-type: none"> (i) A brief Portfolio of the Consultant 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 similar aspects of the services provided, duration of the assignment, name of client and Consultant's role. (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 supporting staff team by speciality, the tasks that would be assigned to each staff team member and their timing. (v) CVs must be currently signed by the proposed professional. Key information should include number of years of experience and degree of responsibility held in various assignments. (vi) Estimates of the total staff input 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. <p>4.5 The Technical Proposal shall not include any financial information.</p> <p>4.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section E). It lists all costs associated with the</p>
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**5. Submission,
Receipt and
Opening of
Proposals**

assignment including;

(a) remuneration for staff, and;

(b) reimbursable expenses such as subsistence (per diem, housing), transportation, services and equipment, office rent, insurance, printing of documents, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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

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

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

4.10 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals, in which case such Proposal will not be further evaluated.

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 authorised to sign the proposals.

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.

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 **Appendix A** and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE.**”

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

<p>6. Proposal Evaluation General</p> <p>Evaluation of Technical Proposal</p> <p>Public Opening and Evaluation of Financial Proposals</p>	<p>consultant unopened.</p> <p>5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.</p> <p>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 Appendix A. Any effort by the Consultant to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.</p> <p>6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>6.3 The Tender Processing Committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria indicated in Appendix A.</p> <p>Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in Appendix A.</p> <p>6.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend.</p> <p>6.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend.</p> <p>6.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>6.7 The Tender Processing 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.</p> <p>6.8 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in Appendix A, be as follows:-</p> $Sf = 100 \times FM/F$ <p>where Sf is the financial score; Fm is the lowest priced financial</p>
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9. Confidentiality	officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.
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Appendix A

ITC 1.1	<p>Name of the Client: <i>County Government of Tharaka Nithi, Department of Roads, Transport and Infrastructure</i></p> <p>Method of selection: <i>Quality and Cost Based Selection (QCB)</i></p> <p>Contract Type: Lump-sum</p>
ITC 1.2	<p>The name of the assignment is: <i>Consultancy services for preparation of Detailed Engineering Designs and Contract Bidding Documents for Upgrading of 34.9 km various Earth Roads under Low Volume Seal Concept</i></p> <p>The duration required to complete the assignment is: <i>1 (One) month(s)</i></p>
ITC 1.4	<p>A pre-bid conference will be held: <i>No</i></p> <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>None</i></p>
ITC 4.1 Language	<p>Proposals shall be submitted in <i>English language</i>.</p> <p>All correspondence exchanges and documents shall be in <i>English language</i>.</p>
ITC 4.7 Taxes	<p>The Consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context</p>
ITC 4.10 Proposal Validity	<p>Proposals must remain valid for <i>120</i> calendar days after the proposal submission deadline.</p> <p>Clarifications may be requested no later than <i>7 days</i> prior to the submission deadline.</p>
ITC 4.8 Currency of Proposal	<p>The Financial Proposal shall be stated in the following currencies: <i>Kshs.</i></p>
ITC 5.1 Submission	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
ITC 5.2 Submission	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and two (2) copies.</p> <p>(b) Financial Proposal: one (1) original and two (2) copies.</p>
ITC 5.4	<p>The Proposals must be submitted no later than: Date on Tender Notice or subsequent Addenda</p> <p>Time: 1100 Hrs.</p> <p>The proposal submission address is: The Head Supplies Chain Management, Tharaka Nithi County Government, Procurement Committee P.O.Box 10-60406, Kathwana.</p>

		<p>The outer envelope shall also be clearly marked:</p> <p><i>RFP for Consultancy services for preparation of Detailed Engineering Designs and Contract Bidding Documents for Upgrading of 34.9k m various Earth Roads under Low Volume Seal Concept</i></p> <p>TENDER NO: TNCG/RDS/2/2018/2019</p>										
ITC 6.1	of	<p>The minimum Technical Score required to pass is 75%. Any bidder scoring less than 75% shall be disqualified. Any bidder not providing any of the required documents shall be disqualified.</p> <p>Evaluation Grid</p> <table><tr><td>(i) Specific experience of the Individual Consultant in relation to the assignment</td><td>30 Point</td></tr><tr><td>(ii) Comments on TOR</td><td>10 Point</td></tr><tr><td>(iii) Adequacy of the proposed workplan and methodology in responding to the terms of reference</td><td>40 Points</td></tr><tr><td>(iv) Qualifications and competence of the Proposed team members</td><td>20 Points</td></tr><tr><td>Total Points</td><td>100 Point</td></tr></table> <p><i>(The weightings for scoring the Staff shall be based on Qualification and Skills (25%), General professional experience (25%) and Specific professional experience (50%) and averaged for the number of engaged team members)</i></p>	(i) Specific experience of the Individual Consultant in relation to the assignment	30 Point	(ii) Comments on TOR	10 Point	(iii) Adequacy of the proposed workplan and methodology in responding to the terms of reference	40 Points	(iv) Qualifications and competence of the Proposed team members	20 Points	Total Points	100 Point
(i) Specific experience of the Individual Consultant in relation to the assignment	30 Point											
(ii) Comments on TOR	10 Point											
(iii) Adequacy of the proposed workplan and methodology in responding to the terms of reference	40 Points											
(iv) Qualifications and competence of the Proposed team members	20 Points											
Total Points	100 Point											
ITC 6.8	Financial Evaluation	<p>Alternative formulae for determining the financial scores is the following: None</p> <p>Weightings: T = 0.8 F = 0.2 (T- Technical F- Financial)</p>										
ITC 8.2	Commencement	<p>Commencement of Assignment: Seven days after order to commence</p>										

Section C: Technical Proposal – Standard Forms

Technical Proposal Standard Forms include:

- i. Technical Proposal Submission Forms
- ii. Professional Portfolio
- 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. Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- vii. Time Schedule for Professional Personnel.
- viii. Activity (Work) Schedule.

(i) TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
[Title of consulting services] in accordance with your Request for Proposal dated
_____ [Date] and our Proposal. We are hereby submitting our Proposal, which
includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where
applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Address:]

(ii) PROFESSIONAL PORTFOLIO

#	Description of Service Provided	Contract Duration and Price	Similar Aspects to the Proposed Projects	Role in the Project	Location of the Project	Client's name and Contact
1						
2						
3						
4						
5						
6						
7						

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

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

(To be inserted by Consultant)

(v) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____ 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. I hereby confirm my interest and availability to perform the tasks that shall be assigned to me in the project.

_____ Date: _____

[Signature of staff member]

_____ Date; _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

Note: The signatures must be original. Scanned signatures will not be accepted.

(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	Number of months

Months (in the Form of a Bar Chart)

Reports Due:_____

Activities Duration: _____

Signature:_____

Full Name:_____

Address:_____

(viii). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

	Activity Period in days							
Activity (Work)								

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Preliminary Design Reports	
3. Draft Final Reports	
4. Final Design Reports	

Section D: Financial Proposal – Standard Forms

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursables per activity.
- vi) Miscellaneous expenses.

(i) FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [**Date**]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Address]

(ii) SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s) Kshs.
Subtotal	
Add 10% Contingency	
Taxes	
Total Amount of Financial Proposal	

(iii) BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable Expenses	
Miscellaneous Expenses	
Subtotal	_____

(iv) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Activity Name: _____				
Name	Position	Staff – month, days or hours as appropriate	Staff months, days Remuneration or hours Rate as appropriate	Amount
(i)				
(ii)				
(iii)				
Grand Total				

(v) REIMBURSABLES PER ACTIVITY

Activity No: _____ **Activity Name:** _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Air Travel	Flight			
2	Road travel	km			
3	Subsistence Allowance				
	Grand Total				

(vi) MISCELLANEOUS EXPENSES

Activity No: _____ **Activity Name:** _____

No	Description	Unit	Quantity	Unit Price	Total
<u>1</u>	Communication costs (telephone, telegram, telex)				
<u>2</u>	Drafting, reproduction of reports				
<u>3</u>	Equipment etc.				
<u>4</u>	Miscellaneous				
	Grand Total				

Section E: Terms of Reference

This Section contains Terms of Reference

Section E: Consultancy for Detailed Engineering Design and Preparation of Bidding Documents for Upgrading of 34.9 km Various Earth Roads under Low Volume Seal Concept.

TERMS OF REFERENCE

1.0 Introduction

1.1 General

The County Government of Tharaka Nithi has earmarked funds through the Development Vote for use in engaging the services of Consultant to offer Consultancy for Detailed Engineering Design and Preparation of Bidding Documents for upgrading of 34.9km Various Earth Roads under Low Volume Seal Concept.

Tharaka Nithi County Government shall require the Consultant to render all technical support services which may be deemed relevant to the above study. The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR).

The requirements and recommendations of the Kenyan Roads Design Manuals relevant to the study form an integral part of these Terms of Reference.

1.2 Selection Criteria

The Consultant selected to undertake the design shall have had extensive experience in the Geometric Design and Tender Documentation of roads projects.

The consultant may at his/her own discretion engage some team members to work with him/her to deliver the final product. In this case, the consultant:

- remains fully and solely responsible for and accountable to County Government of Tharaka-Nithi for the timeliness and quality of all the outputs delivered.
- submits a technical proposal reflecting, among others, the CVs of the consultant and his/her selected team members indicating their experience and track records in similar undertakings. The technical proposal must specify work assignment for the Team Leader and each consultant.
- submits a financial offer with an all-inclusive price required to deliver the final product(s) with break-down detail cost for each consultants.

This Contract is a Lump-sum contract

1.3 Project Location

The proposed Roads are located within Tharaka-Nithi County. The proposed roads are:

- | | | |
|---|---|--------|
| • Kambadi Cheera Ruguti road | — | 8.7 km |
| • Chogoria town Ring road | — | 2 km |
| • Mukothima town roads | — | 2 km |
| • Kibugua town roads | — | 2 km |
| • Tunyai Nthaara Kanyuru Marimanti road | — | 19 km |
| • Access to the Executive Block | — | 1.2 km |

The Consultants are advised to visit site, ascertain actual site conditions, assess and propose the required intervention and make necessary comments to the TOR before submitting their bids.

2.0 Study Objectives

The roads are critical to promote and facilitate traffic movement within and around the target areas. The roads are meant to increase mobility, improve access to goods/passenger transport services and reduce transport costs along the routes, improve access to social and economic development opportunities along the routes by providing high capacity infrastructure and to ensure no roadside

communities become worse off as a result of the road up grading works.

The study will provide the decision makers in the County Government of Tharaka Nithi, with sufficient information to construct the road to standards specified in the TOR.

3.0 SCOPE OF WORK

3.1 General

The Consultant shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations and related services. In carrying their work, the Consultant shall co-operate fully with the concerned agencies of the Government of Kenya, in particular the Tharaka Nithi County Government, Department of Transport and Infrastructure, Provincial Administration, Ministry of Lands and Kenya Urban Roads Authority amongst others. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.

The designs shall be prepared separately for each road

Description

The study shall consist of: -

3.2 Stage 1 – Preliminary Engineering Design

- a) Review of the existing data on the proposed road project and social and economic activities in the project study area;
- b) Collection of social, environmental, and physical data that is necessary to assist in the design of the project road;
- c) Preliminary Materials Investigations for Pavement Design using relevant design standards including preliminary costs estimates and implementation schedule;
- d) Preliminary Engineering survey and design work for the optimum alignment and design standards including preliminary costs estimates and implementation schedule;
- e) Carrying out an environmental and social impact assessment study of the project area in relation to the proposed project.

3.3 Stage 2 – Detailed Engineering Design

After comments and approval of the preliminary design by the County Government (Department of Roads and Infrastructure), the Consultant shall carry out a detailed engineering survey and design including engineering cost estimates, materials investigations and tender documents for the selected alignment and design standards for the roads.

4.0 DETAILED SCOPE OF WORK

4.1 General

4.1.1 The Consultant shall perform all engineering and environmental analyses and related work as described herein to attain the objective of the study.

4.1.2 The overall responsibility for administrative and coordination of the study rests with the

County Government of Tharaka Nithi (Department of Roads and Infrastructure). The execution of the study will be the direct responsibility of the Department of Roads and Infrastructure.

4.1.3 In the conduct of his work, the Consultant shall cooperate fully with the Department of Roads and Infrastructure of the County Government, Ministry of Transport, Infrastructure, Housing and Urban Development (MoTIHUD), County and National Governments, Ministry of Lands amongst others. The Consultant shall be responsible for the analysis and interpretation of all data received, and the conclusions and recommendations in his report.

4.1.4 As the design progresses, the Consultant shall maintain close liaison with County Government of Tharaka Nithi and shall submit for approval from time to time, according to the work programme, draft design proposals for alignment, earthworks, pavement, structures, and other technical aspects of the design prior to proceeding with the detailed design drawings.

4.2 PRELIMINARY DESIGN

General

Within the scope of the preliminary design, the Consultant shall conduct all topographical surveys, hydrological studies, sub-surface soil exploration, material surveys, and other field and laboratory investigations that are required for the examination of the proposed alignment and the location of suitable construction materials and water, and the preliminary engineering design. This shall comprise, inter alia:

- a) Topographical surveys, including cross-sections at 30m intervals, plans;
- b) Hydrological and hydraulic studies;
- c) Material testing, soil investigation, and pavement evaluation, to identify and test the appropriate road alignment.
- d) Analysis of capacity of existing structures

Climate, Topography, Geology and Vegetation

4.2.2 The Consultant shall describe the climatic conditions of the study area by providing details of:

- a) Rainfall (monthly distribution and intensity, including rain days per month);
- b) Temperature (minimum, median, and monthly ranges throughout the year);
- c) Other climatic features of importance (e.g. wind, erosion, effects of extreme temperatures on the selected pavement materials and drainage structures) to infrastructure.

4.2.3 The Consultant shall provide a topographical description of the area traversed by the road, including the effects of relief on the vertical alignment.

4.2.4 A catalogue of the relevant geological features of the study area including a description of the soils and rocks along the road's alignment and their effect and influence on such factors as route location and design shall be compiled by the Consultant. The influence of geology and the availability of road construction materials and water are to be regarded as of great importance by the Consultant. The Consultant shall provide, as far as possible, the information on the quantities, quality and potential sources of water required for construction purposes. Basic water abstraction requirements as per Ministry of Water and NEMA should be adhered to.

4.2.5 A description of the type and density of the vegetation as well as existing and potential

agricultural land use within the study area, shall be provided by the Consultant.

Hydrology and Drainage Investigations

4.2.6 The Consultant shall provide a complete description of the hydrological features of the area, including: information about soils drainage along the alignments, such as sub-soils drains ability, drainage impedance, flooding of flat areas, etc., characteristics of required water crossings.

4.2.7 Sufficient information shall be obtained by the Consultant based upon the guidelines provided in the Road Design Manuals and Supplemented by other relevant sources of information to justify, and provide the basis for the preliminary engineering design of all drainage systems and structures, and for preliminary costing purposes.

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

Drainage Structures

4.2.8.1 The Consultant shall provide complete inventory and condition survey of all existing structures within the alignment. The information shall include the type of structure, whether a bridge, a box culvert, Armco culverts, timber bridge or masonry bridge.

4.2.8.2 Sufficient details on the condition survey on the existing drainage structures shall be provided; that includes crack width and the distribution, condition of bridge bearings and any other structural deterioration.

The Consultant shall carry out flood estimate to ascertain the capacity of the existing structures and advice whether there is need for any replacement.

The Consultant shall carry out materials test on the existing structures and compute durability index that will enable the Client make a decision on whether or not to replace the structure with a new one.

The details required to facilitate the decision making on the existing structures shall be submitted at Preliminary design stage.

Traffic Analysis

4.2.9 The Consultant shall determine the type and volume of the existing traffic for the road by analyzing all existing statistical data, and by conducting and analysing such traffic counts and origin-destination studies as are required to determine the nature of the traffic and the present volume of freight and passenger movements on the road. Other field investigations shall be undertaken by the Consultant as required.

Traffic surveys, shall be done for one week duration comprising day counts with at least two night counts.

4.2.10 Based on the analysis, the Consultant shall make:

- i. detailed annual traffic forecasts for a period of ten years after the completion of the road; and
- ii. more general projections of future traffic for the following 10 years.

Although greater emphasis is given to accurate forecasting in the earlier part of the project's life,

all traffic forecasts shall be given at three growth rates, namely low, medium and high. The Consultant shall select one of the three levels of forecasts for use in the final evaluation of the project, indicating the reasons for the selection, and shall also use the other two levels in the sensitivity analysis.

Preliminary Soil Investigation and Pavement Evaluation

4.2.11 The Consultant shall undertake all preliminary soil investigations and tests and identify type and sources of construction materials necessary for preliminary design, detailed design, and construction phases of the project. These sources should be taken into account when selecting final alignments.

The Consultant shall carryout an evaluation of the existing pavement, if any, and determine appropriate intervention measures.

4.2.12 The availability of suitable conventional road construction materials and the appropriate and economic use of the same are viewed as key factors influencing the choice of alignment, pavement and wearing surface design. The possibility for specific problems arising from the use of proposed materials which may be particular to the area under study shall be assessed, quantified and appropriate countermeasures shall be recommended. The consultant shall identify possible material sites near and along the project road, preferably not more than 5km apart.

Design Standards

4.2.13 The Design shall, unless otherwise agreed, be carried out in conformity with the standards as contained in the Roads Design Manuals Part I, III, IV, V, Pavement Design Guidelines PDG1 for Low Volume Sealed Roads and the Standard Specification for Road & Bridge Construction. The Consultant shall be responsible for the design details within this framework. The methodologies used in the design of pavements, earthworks drainage and structures, shall conform to the latest techniques while ensuring the use of available materials. At all times balance must be made between capital and maintenance costs.

4.2.14 The metric S.I. system shall be used throughout. The standards for design of different types of roads and bridges as stipulated in the relevant Roads Design Manuals and specifications shall be adhered to where possible, and adequate explanations given where different standards are recommended.

4.2.15 The Consultant shall investigate alternative alignments, pavement and structural proposals with a view to obtaining the optimum solution complying with the Road Design manuals, topography, climate, aesthetics and costs. Further the Consultant shall suggest ways and means of resolving any unusual problem that might arise and not covered by above mentioned manuals in the light of conditions revealed during the preliminary design work.

4.2.16 Based on Traffic Studies and projections, and geotechnical tests, the Consultant shall develop preliminary design standards for the road project, and shall ascertain the merits and drawbacks of each to determine the final standard to be adopted for the road, whose design life should be taken as 15 years. It will be necessary for the Consultant to provide comparative data for construction and maintenance costs for the different design standards considered, in order to support the final designs adopted for the project road.

4.2.17 The Consultant shall prepare during this design stage preliminary proposals for the road alignment, pavements and structural work including all waterway dimensions for the approval of the Chief Officer (Roads and Infrastructure). The Draft Design work shall include but not be limited to: -

- Preparation of maps showing the alignment alternatives. The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale 1:200. Accuracies shall comply with the road design manual.
- An analysis of land usage proposals or other likely developments that may take place along the road alignment, which may affect the layout of the road. The usage shall be considered by the Consultant in preparing his preliminary report.

4.2.18 The metric S.I. system shall be used throughout. The standards for design of different types of roads and bridges as stipulated in the relevant Roads Design Manuals and specifications shall be adhered to where possible, and adequate explanations given where different standards are recommended.

Preliminary Cost Estimates

4.2.19 Based on the above analyses and findings the Consultant shall provide:

- a) A preliminary quantities estimate with an accuracy of +/- 20% for the proposed road construction. The principal quantities shall include common excavation, sub-base material, base and surfacing materials, numbers and sizes of drainage structures, major bridges and other major structures and miscellaneous items. Preliminary design of major bridges and other major structures shall include determination of the spans and types of foundations.
- b) Preliminary cost estimates with an accuracy of +/- 20% for construction of the road. This estimate shall be based on locally derived unit prices appropriate from the previously estimated quantities. The estimate shall give details of foreign and local costs by main items, as well as of taxes and duties to be paid.

4.2.20 The cost estimates shall include the following components relating to the project road and any supportive town/market roads that are deemed necessary with details of each given:

- a) For foreign currency
 - i) Imported equipment, materials and supplies
 - ii) Identifiable foreign components of domestic manufactured equipment, materials and supplies
 - iii) Salaries of expatriate personnel
 - iv) Profit and overheads of foreign firms where appropriate
- b) For local currency
 - i) Right of way acquisition
 - ii) Local materials, supplies and services.
 - iii) Salaries and wages of local employees – both skilled and unskilled

In addition the Consultant shall present separately a detailed analysis of the taxes, levies and duties element of the cost estimates.

Environmental and Social Impact Assessment

4.2.21 The Consultant shall conduct analyses which shall detail the positive and negative effects of the development of the project on the environment, and prepare an ESIA report recommending appropriate solutions to minimize any undesirable effects resulting from improvements of the road. The analyses shall include, but not limited to the following:

- a) The role of the project in the development plans at national and regional level;
- b) Description of project baseline environment
- c) Preservation of areas and land use of particular value including agricultural and, natural conservation areas, forests and other important natural resources, cultural and historic sites, etc;
- d) Assessment of direct impact on agriculture and forestry, particularly the utilization of the fuel wood and water;
- e) Disturbance of vegetation, and plans for re-vegetation;
- f) The prevention of soil erosion and sedimentation;
- g) The presentation of health hazards arising from ponding water and pollution of water courses and/or sources;
- h) Measures for the rehabilitation of construction materials, borrow pits and quarries;
- i) Health and sanitation for the road construction labour units;
- j) Assessment of the impact on demographic factors including the prevention of undesirable roadside developments and recommend regulations and measures to limit negative impact on adjacent communities and areas.
- k) Identify potential environmental impacts that could result from the project
- l) Occupational Safety and Health concerns
- m) Carry out public participation and consultations on the positive and negative impacts of the project
- n) Propose Mitigation Measures to the identified environmental and social impacts
- o) Development of Environmental Management and Monitoring Plan (EMMP)

The Environmental Impact Assessment (EIA) study will be in accordance with the Environmental Management and Co-ordination Act (EMCA), 1999 and the Environmental (Impact Assessment and Audit) Regulations, 2002.

The consultant will assist the client in following up and obtaining the approval and the NEMA licence.

4.3 STAGE 2: DETAILED ENGINEERING DESIGN

4.3.1 After approval of the preliminary design of the project by the Client the Consultant shall proceed with the Detailed Engineering Design for the of the project structure, complete with cost estimates and bidding documents on the basis of standards agreed upon with the Chief Officer Roads and Infrastructure.

These shall be as required for the Government to call for tenders and in such further detail as may be required for the construction work to be carried out by contract. The detailed Engineering Design work shall include but not be limited to:

- a) Staking out in the field the approved alignment: field survey of cross sections at regular 20 metres intervals or 10 metres where the terrain is difficult and as the Chief Officer Roads and Infrastructure so directs. If this field survey proves the necessity of amendments in the alignment, the Consultant shall propose such amendment and re-stake the centerline.
- b) Preparation of plan and profile drawings containing the approved alignment done to an appropriate scales whose original and design levels are legible. Contour lines shall be at 2m vertical intervals. The accuracy shall comply with the Road Design Manual.
- c) Tacheometry survey and preparation of site plans of all major structures and major junctions to the scale 1:500 with 0.5m contour intervals.
- d) The coordinates of all intersection points shall be tied to the National Survey Grid, (UTM) and levels related to the National Bench Marks.
- e) Field survey and laboratory investigation of the materials along the proposed alignment in order to determine the suitability of these materials for road formation and/or pavement construction. Further survey and investigation of potential borrow pits and quarries for earthworks and pavement construction as specified in the Road Design Manual Part III. Preparation of a Materials Report with sufficient detailed information and test results from the above and including pavement design and appropriate recommendations.

Field surveys.

4.3.2 The Consultant shall carry out the necessary surveys in order to establish the specific alignment and to determine the accurate centerline for a corridor. No major deviations from the alignment recommended in the preliminary engineering study shall be made without the approval of the Chief Officer. The consultant shall be responsible for the accuracy of all survey data and established benchmarks.

4.3.3 The alignment shall be connected to the National Grid System (U.T.M) by establishing a trigonometric and polygon network along the proposed road. This network shall be connected to the Survey of Kenya data, preferably data of the first order. To this end a secondary network of trigonometrical points (T.P) shall be established with side lengths of approximately 150 metres to the primary network.

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

4.3.5 The following engineering investigations shall be carried out:-

- a. Ground reconnaissance survey to locate the position of the roads.
- b. Concreted beacons shall be firmly sited, referenced and shall be as agreed by the C O Roads and Infrastructure.

- c. The geometric characteristics of the centre-line shall be computed and defined. Staking out data will also be given for points at the regular intervals along the curves and the longer tangent alignments. Vertical alignments will be defined and computed. The consultant shall be responsible for the accuracy of the setting out data up to the pre-construction stage and will be required to set out the road with the client's surveyor.
- d. Detailed site investigations and hydrological surveys shall be carried out at the bridge site including a sufficient length upstream and downstream to enable the hydraulic design of the structure to be carried out. All topographical surveys undertaken by the Consultant shall be to generally accepted international standards for such work, and after approval by the C O Roads, shall become recorded in standard survey field books that shall become the property of the Government at the completion of the work.
- e. Land acquisition reports and drawings in the format prescribed by the C O Roads and Infrastructure.

Soils and Materials Investigation

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

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

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

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

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

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

4.3.12 Hydrological studies shall be carried out on all drainage structures by use of available maps and field investigation.

Drainage and Bridge Site Investigation

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

4.3.14 Cross-sections and gradients of water courses shall be surveyed to determine the design of proper drainage and erosion control of the roadway and the protection of slopes.

Geometric Design Requirements

4.3.15 The horizontal alignment of the road centreline shall be determined by study of the optimum

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

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

4.3.17 The design shall incorporate all the environmental aspects identified in the preliminary design and the Consultant shall investigate whether there might be any possible impact on the environment, and make proposals for remedial measures.

Earthworks and pavements

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

Construction Water

The Consultant shall review existing sources and shall identify additional supplies of construction water and on this basis shall provide information on the quantities and quality of the water required and available for construction. When it is determined that surface water is unavailable, the consultant shall carryout ground water surveys

Engineering Plans

The Consultant shall prepare the following engineering plans for the project, using a format and title sheets as required by the C O Roads and Infrastructure the originals becoming the property of the Government:

- a. Plan and Profile, scales, 1:2,500 and 1:250 showing natural ground levels; horizontal and vertical curve details; running chainages; cross-section chainages; side drain location; description and reference to all drainage and bridge works location of benchmarks; location of road furniture; contour lines superimposed on plans; any other relevant information approved by the C O Roads and Infrastructure
- b. Typical cross-sections, scales 1:25 showing: all details of road cross-sections in cut and fills; side drains; pavement thickness, camber, super-elevation; and pavement widening.
- c. Cross-section, scale 1:50 showing: natural ground levels superimposed with the road prism at selected locations to be agreed upon with the C O Roads and Infrastructure.
- d. Major structures: detailed engineering design plans shall be produced at appropriate scales for all bridge structures, including, inter-alia, contoured site plans, sub-structure and foundation details, protective or ancillary works, and bar bending schedule.

Construction Quantities

The calculated quantities for the items of construction shall be based on the final design drawings. The earth works quantities shall be derived from calculations based on the field cross-sections taken along centreline and is in accordance with accepted methods of measurement, which shall be agreed with the CO Roads and Infrastructure.

A detailed Bills of Quantities shall be prepared generally corresponding to the relevant sections of the Standard Specification, and including contingencies and escalation of price elements.

Cost Estimates

The Consultant shall estimate likely ruling bill rates applicable to the proposed time of construction, showing how these were arrived at. In addition the cost of supervision of construction by Consultants shall be analysed on a unit price basis and included in the overall cost estimates. The estimated financial costs resulting from this analysis shall be accurate to within +/- 10%, and shall be compared with the costs of previous projects or similar works executed in the area and adjusted accordingly. The rates of previous projects may be obtained from the C O Roads and Infrastructure. The estimates for the right-of way acquisition shall be made on the basis of the unit prices to be furnished by the Commissioner of Lands for each type of land and property utilization.

In order to assist in evaluating the required construction period and forward budget needs, the Consultant shall prepare a construction schedule for the proposed construction contract showing the anticipated annual expenditure. Due account shall be taken of the climatic and other conditions of the area which may have an influence on the construction schedule.

Bidding and Contract Documents

The Consultant shall prepare the following bidding and contract documents for the project road together with any related town/market roads as necessary and any other required by the C O Roads and Infrastructure :

- a) Pre-qualification questionnaire and notice according to a format instructed by the C O Roads and Infrastructure .
- b) Instruction to Tenderers, general information, list of equipment, work programme, form of tender guarantee, etc;
- c) Form of Tender, Form of Performance Guarantee, and Form of Agreement;
- d) General Conditions of Contract, and Conditions of Particular Application;
- e) Drawings;
- f) Special Specifications for the execution of the work
- g) Bills of Quantities

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

REPORT AND TIME SCHEDULE

Commencement

The Consultant shall commence the study as specified in Clause 7.2 of Appendix “A” and clause 2.2 of the conditions of contract.

Reports

The Consultant shall prepare and submit to the C O Roads and Infrastructure the following reports. All reports shall be in English and prepared on A4 metric size paper and be submitted together with soft copies on CDROM.

Stage 1: Preliminary Design

a) Inception Report: – 10 copies.

This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the contract of the preliminary design.

b) Preliminary Design Report– 10 copies

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

Stage 2: Detailed Engineering Design

a) Draft Final Report:

This shall summarize the findings, analyses, results and recommendations of the detailed engineering design, and shall contain all supporting material.

The following draft documents shall be submitted to the C O for his approval, prior to the production of Final Documentation:

Draft Final engineering Report	10 Copies
Draft Final Materials Report,	10 Copies
Draft Final Book of drawings (A3 size),	10 Copies
Draft Tender Documents,	10 Copies
Draft Engineer's Estimate,	1 Copy

All Draft documents shall be clearly marked as such, preferably in red on the cover of each document and on each separate drawing. The date of submission shall also be printed on the cover.

b) Final Report:

This shall incorporate all revisions deemed necessary arising from comments received from the chief officer following discussions and agreement between him and the Consultant.

Preparation of the final documentation shall include the following numbers of reports and drawings, which shall be submitted to the General Manager (Design & Construction):

- Final Engineering Report:	-	10 copies
- Final Materials Report	-	10 copies.
- Final Book of Drawings A3 size	-	5 Copies
- Tender Document including Bills of Quantities, Special Specifications, Conditions of Contract, Instructions to Tenderers and Conditions of Tender, all as necessary for the proper solicitation of tenders	-	5 copies
- Computer output of all setting out data	-	3 copies
- Engineer's Cost estimates (confidential)	-	4 copies.

All documents must be submitted with 2 copies of CD/DVD-Rom, and the data must be in the original editable format of the computer programme/software which created it or any other form that shall be requested by the Client.

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

Schedule I: Proposed Time Schedule for Design Commencement

The Consultant shall commence the study within 7 calendar days of the effective date of Contract. The effective date shall be the date on which the consultancy agreement shall be signed.

The contract is for 1 month and the Consultant is responsible for scheduling the reporting stages of Inception, Preliminary and Detailed Design stages.

OBLIGATION OF THARAKA NITHI COUNTY GOVERNMENT

Documents and Reports

Tharaka Nithi County Government (Tharaka Nithi County Government) shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of maps, manuals and other documents.

Liaison

Tharaka Nithi County Government shall provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and information from these agencies, including paying for it where necessary.

Taxes and Duties

The Consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxes payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

STAFF REQUIREMENTS

The Consultant shall upon his consideration provide additional staff for the performance of the duties described above. The number and profiles of the key experts shall be as per the discretion of the consultant. The Consultant shall take all responsibility for the staff he engages for completion of the works and the financial implications are deemed included in his financial proposal. All the proposed staff **MUST** be engaged in the works as proposed in the Technical proposal.

Key Personnel 1: Individual Consultant (Lead Expert)

- (i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a Registered Engineer with Engineers Registration Board of Kenya.

- (ii) General professional experience

A minimum of 8 years practical post-qualification experience

- (iii) Specific professional experience

Must have extensive broad experience in highway design, works contract administration, evaluation of contractor's claims for at least 6 years and more specifically have recent service as a Project Engineer on at least four roads design projects and one Contract Management role in highway construction contract of comparable magnitude. Knowledge of FIDIC contract procedures is

mandatory. The individual must be proficient in recent CAD applications. Previous experience on road projects in East Africa will be an advantage.

Technical Support

The support staff shall be at the discretion of the Individual Consultant.

Proposed additional personnel shall be evaluated in line with the responsibility assigned in the project, their experience in line with the responsibilities assigned and registration with professional bodies.

STAFF TRAINING

The Consultant shall engage and train at least two (2) No. Graduate Engineers from Tharaka Nithi County Government during the whole Contract period.

WORK SCHEDULE

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

Section F: Standard Forms of Contract

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Contents

I.	FORM OF CONTRACT
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I. FORM OF CONTRACT

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

WHEREAS

the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

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:

The General Conditions of Contract; The Special Conditions of Contract;

The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Subconsultants
Appendix D: Breakdown of Contract Price in Foreign Currency
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Client

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

The Consultant shall carry out the Services in accordance with the provisions of the Contract;
and
the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____[name of client]

*[full name of Client's
authorised representative]*_____

*[title]*_____

*[signature]*_____

*[date]*_____

For and on behalf of _____ [name of consultant]

*[full name of Consultant's authorized representative]*_____

*[title]*_____

*[signature]*_____

*[date]*_____

II. GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms Whenever used in this Contract shall have the following meanings:

“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;

“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;

“Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;

“Foreign Currency” means any currency other than the Kenya Shilling;

“GC” means these General Conditions of Contract;

“Government” means the Government of the Republic of Kenya;

“Local Currency” means the Kenya Shilling;

“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;

“Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

“Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

“Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

“Sub-consultant” 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 This Contract This Contract, its meaning and interpretation and the the Contract 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 Authorised Representative 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, Sub-consultant [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 seven (7) 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 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 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 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 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 anything 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 non-competitive 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
- f. if the Consultant fails to execute and complete the works within the stipulated contract period plus any time extensions formally granted by the Client pursuant to Clause 2.3 of the SCC.

2.6.2 By the Consultant 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:

(c) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(d) 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 Sub-consultants or third parties.

3.2 Conflict of Interests

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

i. 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 sub-consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

ii. 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 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 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 Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant 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

Neither the Consultant nor his sub-consultant[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; or (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub-consultant [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 (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (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 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 Sub-consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A 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 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 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 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 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 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, 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 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 "Special Conditions of Contract".
- 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 ninety (90) 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

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: Chief Officer</p> <p>Department of Roads Transport and Infrastructure</p> <p>P.O Box 10</p> <p>Kathwana</p> <p>Attention:</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone; _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: x</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is Upon the Contract being signed by the Client specified in Clauses 1.1 and 2.1 of Appendix A</p> <p><i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	The date for the commencement of Services is Seven (7) days after issue of Commencement Letter
2.3	<p>The period shall be One (1) Months.</p> <p><i>The Consultant shall be charged Liquidated Damages at the rate of 0.01% of the contract sum per day for the extra days beyond the official contract period plus any time extensions granted by the Client, to a maximum of 5% of the Contract Sum, beyond which the Contract shall be terminated in accordance with the conditions of this contract.</i></p>
3.1	<p>Notwithstanding Clause 3.1 of the GC:-</p> <p>i) The consultant shall be held responsible for the accuracy of the data up to the time of implementation.</p>

4.1	All the proposed/approved key staff must be present during presentation of the findings to the client.
6.2(a) 6.2(b)	<p>[The amount in foreign currency or currencies: Nil</p> <p>The amount in local Currency is _____ [Insert amount]</p> <p>Payments shall be made according to the following schedule:</p> <p>a) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Inception Report.</p> <p>b) Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Preliminary Report</p> <p>c) Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Draft Final Reports.</p> <p>d) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Final Report.</p> <p>Payments in Kshs shall be made to the following Account</p> <p>Account Number: _____</p> <p>Account Name: _____</p> <p>Bank: _____</p> <p>Address: _____</p> <p>Payments will be made within 90 (ninety) days of receipt of the invoice and relevant documents specified in Clause 6.4 above.</p> <p>The Consultancy services rendered by the Consultant shall be carried out to the satisfaction of the C O Roads and Infrastructure following which a contract completion certificate shall be issued and final payment made under clause 6.2 (b) of the Special Conditions.</p> <p>The interest rate is: [insert rate].</p>
7.2	Disputes shall be settled by arbitration

IV. List of Appendices

APPENDIX A:	TERMS OF REFERENCE (to be inserted)
APPENDIX B:	COMMENTS ON TERMS OF REFERENCE (to be inserted)
APPENDIX C:	DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT (to be inserted)
APPENDIX D:	TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be inserted)
APPENDIX E:	TEAM COMPOSITION AND TASK ASSIGNMENTS (to be inserted)
APPENDIX F:	CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (to be inserted)
APPENDIX G:	ACTIVITY (WORKPLAN) SCHEDULE (to be inserted)
APPENDIX H:	BREAKDOWN OF CONTRACT PRICE IN KSHS (to be inserted)
APPENDIX I:	OTHER SUBMISSIONS V. <i>Technical proposal submission form</i> <i>Financial proposal submission form</i>
APPENDIX J:	THE REQUEST FOR PROPOSALS (to be inserted)