



# **REQUEST FOR PROPOSAL**

**FOR**

**CONSULTANCY SERVICES FOR SAFETY, HEALTH  
AND NOISE LEVEL, TEMPERATURE AND FIRE RISKS  
AUDITS FOR FY 2011/2012**

**TENDER NO: KURA/ 196/2011-2012**

**GENERAL MANAGER (F&A)  
KENYA URBAN ROADS AUTHORITY (KURA)  
P.O. Box 41727-00100  
NAIROBI**

**DIRECTOR GENERAL  
KENYA URBAN ROADS AUTHORITY (KURA)  
P.O. Box 41727-00100  
NAIROBI**

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## SECTION A: - LETTER OF INVITATION

To \_\_\_\_\_ [date]

[Name and address of Consultant)

Dear Sir/Madam,

**RE: CONSULTANCY SERVICES FOR SAFETY, HEALTH AND NOISE LEVEL,  
TEMPERATURE AND FIRE RISKS AUDITS FOR FY 2011/2012**

The Kenya Urban Roads Authority invites proposals to provide the following consulting services:

**CONSULTANCY SERVICES FOR SAFETY, HEALTH AND NOISE LEVEL,  
TEMPERATURE AND FIRE RISKS AUDITS FOR FY 2011/2012**

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

The RFP includes the following documents:

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

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

- a) Certified Copy of Certificate of Incorporation
- b) Tax Compliance and VAT Registration Certificates
- c) Curriculum Vitae (CV) of the Proposed Key Staff
- d) Certified Copies of Certificates and Testimonials of the Proposed Key Staff
- e) Proof of Registration with the Directorate of Occupational Safety and Health Services
- f) Current Work Load
- g) Litigation History

Please acknowledge, upon receipt:

- (a) that you have received the letter of invitation; and
- (b) Whether or not you intend to submit a proposal either alone or in association.

The submission date for these proposals is **29<sup>th</sup> February, 2012 AT 10.00A.M** (local time) at the following address:

Director General  
Kenya Urban Roads Authority  
IKM PLACE, Bishops Road  
**NAIROBI**

Alternatively, proposal documents may be deposited at the Tender Box located at 1st Floor IKM PLACE, 5th Ngong Avenue, Nairobi.

Opening of the proposals will take place immediately thereafter in the 3rd Floor Boardroom, IKM PLACE in the presence of consultants or their representatives who choose to attend.

Yours sincerely,

**Eng. Joseph N. Nkadayo**  
**DIRECTOR GENERAL**

**KENYA URBAN ROADS AUTHORITY**

## SECTION B: INFORMATION TO CONSULTANTS

### 1. Introduction

- 1.1 The Client named in Appendix “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.

The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in Appendix “A” for consulting services required for the assignment named in the said Appendix. *A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees.* The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in Appendix “A” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

The Client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

### 2. Clarification and Amendment of RFP Document

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

cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

**3. Preparation of Proposal**

**Technical Proposal**

- 3.1 The Consultants proposal shall be written in English language.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- a. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - b. For assignments on a staff-time basis, the estimated number of 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.
  - c. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - d. Proposed professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
  - e. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
  - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
  - (iii) A description of the methodology and work plan for performing the assignment.
  - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs must be recently signed by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**Financial Proposal**

- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;
  - (a) remuneration for staff (in the field and at headquarters), and;
  - (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission,**

- 4.1 The original proposal (Technical Proposal and, if required, Financial

**Receipt and Opening of Proposals**

Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

- 4.2 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.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix "A" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix "A". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

**5 Proposal Evaluation General**

- 5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Appendix "A". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation of Technical Proposals**

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

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	10
(ii) Comments onTOR	10
iii) Adequacy of the proposed workplan and methodology in responding to the terms of reference	30
iv) Qualifications and competence of the key staff for the assignment	50
<b>Total Points</b>	<b><u>100</u></b>

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

**Public Opening and Evaluation of Financial Proposals**

- 5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend.
- 5.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 5.8 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 5.9 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in Appendix “A”, be as follows:-  

$$S_f = 100 \times F_m / F$$
 where S<sub>f</sub> is the financial score;  
 F<sub>m</sub> is the lowest priced financial proposal and  
 F is the price of the proposal under consideration.  
 Proposals will be ranked according to their combined technical (S<sub>t</sub>) and financial (S<sub>f</sub>) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix.  
 The combined technical and financial score, S, is calculated as follows: -  

$$S = S_t \times T \% + S_f \times P \%$$
 The firm achieving the highest combined technical and financial score will be invited for negotiations.

**6. Negotiations**

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to

reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
  - 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
  - 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
  - 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 7. Award of Contract**
- 7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
  - 7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## APPENDIX “A”

### Reference Clause

- 1.1 & 2.1 The name of the Client is:  
Director General,  
Kenya Urban Roads Authority
- 1.2 Technical and Financial Proposals are requested: **Yes**  
  
A Technical Proposal only is requested: **No**  
  
The name, objectives, and description of the assignment are:  
Consultancy Services for Safety, Health and Fire Audits for FY 2011/2012
- 1.3 A **mandatory** pre-proposal conference will be held: **Yes on 7<sup>th</sup> February 2012 9:30 am at the board room, 3 rd floor KURA offices at IKM Place building along Bishops road.**
- The name(s), address(es) and telephone numbers of the Client’s official (s) are:
- |   |                  |  |
|---|------------------|--|
| <p><b>Mr. Wilson K. Chirchir</b><br/><b>General Manager (F &amp; A)</b><br/><b>Kenya Urban Roads Authority</b><br/><b>P.O. Box 41727-00100</b><br/><b>Nairobi</b></p> | <p><b>or</b></p> | <p><b>Mr. Seth Omondi Odero</b><br/><b>Environment Manager</b><br/><b>Kenya Urban Roads Authority</b><br/><b>P.O. Box 41727-00100</b><br/><b>Nairobi</b></p> |
|---|------------------|--|
- 1.4 The client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:
- i). Unobstructed access to all sites and locations involved in carrying out the services
- 3.3
- i) The consultant will be responsible for determining the number of professional staff months to be assigned for any activity.
  - ii) The duration required to complete the assignment is: **2 (two) months.**
  - iii) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown hereunder:-

#### Years

**1. Lead Safety and Health Advisor:** At least a Master Degree in Safety Engineering or equivalent from a recognised University and must be registered with Directorate of Occupational Safety and Health Services as a Safety and Health Advisor and having valid certificate. 15

#### Other Team Members

**1. Fire Safety Auditors:** At least a Bachelors Degree in Occupational Safety and Health or equivalent from a recognised University and must be registered with the Directorate of Occupational Safety and Health Services as a Fire Safety Auditor and having a valid certificate. 10

**2. Safety and Health Auditors:** At least a Bachelors Degree in Occupational Safety

and Health or equivalent from a recognised University and must be registered with Directorate of Occupational Safety and Health Services as a Safety and Health Auditor and having a valid certificate. 7

**Please note that during the project execution, it will be mandatory for the proposed staff to carry out the audits in all the ten (10) regional offices and the headquarter and sign off at each site.**

3.4 i) Training is a specific component of this assignment: *No*

3.7 Taxes:

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

4.2 Consultants must submit 1 (One) original and 3 (*Three*) additional copies of each proposal.

4.3 The proposal submission address is:

**Director General  
Kenya Urban Roads Authority  
IKM PLACE, Bishops Road, 3<sup>rd</sup> Floor  
P. O. Box 41727 – 00100, GPO, NAIROBI  
Tel: 254 – 020 – 8013844**

The outer envelope shall also be clearly marked:

**CONSULTANCY SERVICES FOR SAFETY, HEALTH AND NOISE LEVEL,  
TEMPERATURE AND FIRE RISKS AUDITS FOR FY 2011/2012**

**TENDER NO: KURA/ 196 /2011-2012**

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

**29<sup>th</sup> February 2012 at 10.00am**

5.1 The address to send information to the Client is:

**Director General  
Kenya Urban Roads Authority  
IKM PLACE, Bishops Road,  
P. O. Box 41727 – 00100, GPO, NAIROBI  
Tel: 254 – 020 – 8013844**

5.3 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.

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

Weightings: T = 0.8    F = 0.2    (T- Technical F- Financial)  
Selection Criteria shall be Quality and Cost Based (QCB)

7.2

Commencement of Assignment: Fourteen days after order to commence

**APPENDIX “B”**

**EVALUATION GRID**

**METHODOLOGY AND ORGANISATION**

Firm’s experience and organization	10
Comments on Terms of Reference	10
Methodology and Work plan	30
<b>Total score for Methodology and Organization</b>	<b>50</b>

**KEY PERSONNEL**

<b>1. Lead Safety and Health Advisor (Max. 20 points)</b>	
Qualification and Skills	5
General professional experience	5
Specific professional experience	10
<b>2. Fire Safety Auditors (max. 15 points)</b>	
Qualification and Skills	4
General professional experience	4
Specific professional experience	7
<b>3. Safety and Health Auditors (max. 15 points)</b>	
Qualification and Skills	4
General professional experience	4
Specific professional experience	7
<b>Total Score for Key Personnel</b>	<b>50</b>

## **SECTION C: TECHNICAL PROPOSAL – STANDARD FORMS**

These forms shall include;

- i. Technical Proposal Submission Form.
- ii. Firm's Current Workload
- iii. Firm's References.
- iv. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the Client.
- v. Description of the Methodology and Work Plan for Performing the Assignment.
- vi. Team Composition and Task Assignments.
- vii. Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- viii. Time Schedule for Professional Personnel.
- ix. 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]

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address:]

**(ii). FIRM'S CURRENT WORKLOAD**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, is legally contracted to carry out.

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**(iii). FIRM'S REFERENCES**

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

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted (include attachments of letters from Client awarding the contract and confirming successful completion of projects).

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

**\* Attach Correspondences**

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**(iv) COMMENTS AND SUGGESTIONS OF CONSULTANTS 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.

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

---

**(vi) TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Task</b>

**2. Support Staff**

<b>Name</b>	<b>Position</b>	<b>Task</b>

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional 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.

\_\_\_\_\_  
*[Signature of staff member ]* Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorized representative of the firm]* Date: \_\_\_\_\_

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**(viii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

Months (in the Form of a Bar Chart)

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**(ix). ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[M1, M2, M3, M4 and M5 are months from the start to end of the assignment)*

	M1	M2	M3	M4	M4	M5
Activity (Work)						
_____						
_____						
_____						
_____						

**(b). Completion and Submission of Reports**

Reports	Date
1. Draft Safety and Health Audit Reports.	
2 Draft Noise Level, Temperature and Fire Risks Audit Reports.	
3. Final Safety and Health Audit Reports.	
4. Final Noise Level, Temperature and Fire Risks Audit 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) Reimbursable 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]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

**(ii) SUMMARY OF COSTS**

Costs	Currency(ies)	Amount(s)
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-----	
	Names	Input(Staff Months, days, remuneration or hours rate as appropriate)	Amount
Key Staff (Insert proposed position)			
1.			
2.			
3.			
4.			
<b>Grand Total</b>			

**(v) REIMBURSABLES PER ACTIVITY**

**Activity No:** \_\_\_\_\_ **Activity Name:** \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

**(vi) MISCELLANEOUS EXPENSES**

**Activity No.** \_\_\_\_\_ **Activity Name:** \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3	Equipment etc.				
4.	Miscellaneous				
5	Grand Total				_____

## SECTION E: TERMS OF REFERENCE

### TERMS OF REFERENCE FOR CONSULTANCY SERVICE FOR SAFETY, HEALTH AND NOISE LEVEL, TEMPERATURE AND FIRE RISKS AUDITS FOR FY 2011/2012

#### 1.0 Introduction

The Government of the Republic of Kenya (GoK) has earmarked funds through the RLMF Vote for use in engaging the services of a Consultancy Firm to undertake the Safety, Health and Noise Level, Temperature and Fire Risks Audits for FY 2011/2012 in all the **ten (10) Kenya Urban Roads Authority (KURA) Regional Offices and Headquarters.**

The Government of Kenya, through its implementing agency, the Kenya Urban Roads Authority (KURA) shall require the Consultant to render all technical support services which may be deemed relevant to the above services. The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR).

The Kenya Urban Roads Authority (KURA) is responsible for the management, development, rehabilitation and maintenance of public roads within urban areas comprising Cities and Municipalities.

For the purposes of discharging its responsibility, KURA has the following functions and duties as outlined under the Kenya Roads Act 2007.

- Planning the development and maintenance of public urban roads;
- Constructing, upgrading, rehabilitating and maintaining public urban roads;
- The control of public urban roads and road reserves and control of access to road side developments;
- The implementation of roads policies in relation to public urban roads;
- Ensuring adherence by motorists to the rules and guidelines on axle load control prescribed under the Traffic Act and under any regulations under the Kenya Roads Act, 2007;
- Ensuring the quality of road works is in accordance with such standards as may be defined by the Minister for Roads;
- In collaboration with the Ministry responsible for transport, and the Police Department, overseeing the management of traffic and road safety on public urban roads;
- Monitoring and evaluating the use of public urban roads;
- Collecting and collating of all such data related to the use of public urban roads as may be necessary for efficient forward planning under the Kenya Roads Act, 2007;
- Preparing the road works programmes for all public urban roads;
- Liaising and co-coordinating with other road authorities in planning and on operations in respect of roads;
- Advising the Minister on all issues relating to public urban roads;
- Performing such other functions related to the implementation of the Kenya Roads Act, 2007 as may be directed by the Minister for Roads.

## 2.0 KURA Regional Offices and Physical Locations

The following are KURA Regional Offices and their physical locations:

REGION	REGIONAL OFFICE	PHYSICAL LOCATION
Coast	Mombasa	Provincial Works Building Mombasa
North Eastern	Garissa	Provincial Roads Office
Nairobi	Nairobi	Machakos Road Industrial Area Nairobi
Lower Eastern	Machakos	Machakos Township
Upper Eastern	Meru	Meru Ministry of Works Office
Central	Nyeri	Provincial Roads Office
South Rift	Nakuru	Provincial Roads Office
North Rift	Eldoret	Eldoret District Roads Office
Nyanza	Kisumu	Nyanza Provincial Roads Office
Western	Kakamega	Provincial Roads Office

## 3.0 Scope of the Consultancy

To carry out Safety, Health and Noise Level, Temperature and Fire Risks Audits for KURA **Headquarters and ten (10) Regional Offices** in compliance/accordance with the Factories and Other Places of Work (Safety and Health Committee) Rules, 2004, Factories and Other Places of Work (Fire Risk Reduction) Rules, 2007 and Occupational Safety and Health Act, 2007.

### 3.1 Job Specification

- Task 1 To carry out Safety, Health and Noise Level, Temperature and Fire Audits for KURA **Headquarters and ten (10) Regional Offices** in compliance/accordance with the Factories and Other Places of Work (Safety and Health Committee) Rules, 2004, Factories and Other Places of Work (Fire Risk Reduction) Rules, 2007 and Occupational Safety and Health Act, 2007;
- Task 2 To compile and submit an acceptable in detail and coverage of all KURA Headquarter and ten (10) Regional Offices Safety and Health Audit Reports and Noise Level, Temperature and Fire Risks Audit Reports as required within two (2) months. The reports to give all the necessary mitigation measures;
- Task 3 To review previous audits reports, assess compliance and give recommendations;
- Task 4 To identify new/emerging safety, health and fire concerns including those not captured in the previous audits and give mitigation measures;
- Task 5 The reports to give recommendations on necessary steps to undertake in each area of non-compliance to enable the KURA implement in order to be compliant with the Factories and Other Places of Work (Safety and Health Committee) Rules, 2004, Factories and Other Places of Work (Fire Risk Reduction) Rules, 2007 and Occupational Safety and Health Act, 2007 and any other relevant legislation/international standards;

- Task 6 The reports to indicate the required benchmarks at various points for KURA's continuous monitoring and control;
- Task 7 The reports to give in detail areas requiring improvement for inclusion in KURA Plans;
- Task 8 The audits to cover areas/facilities of KURA as well as its interrelation with its neighbouring communities, contractors, visitors to enable KURA move towards total compliance; and
- Task 10 To determine the level of Safety, Health and Fire Safety awareness and give recommendations.

### **3.2 Part 1: Safety and Health Audits**

The audits shall include but not limited to the following”

1. Work place information;
2. Management of Occupational Safety and Health
  - a) Review of KURA's Corporate Occupational Safety and Health Policy, its performance and conformance to applicable laws and regulations;
  - b) Assignment of Occupational Safety and Health responsibilities;
  - c) Organization for Occupational Safety and Health;
  - d) Performance monitoring systems;
  - e) Occupational Safety and Health training programmes;
  - f) Occupational Health Services programmes;
  - g) Occupational health provisions;
  - h) Occupational accidents and disease information;
  - i) Contractors' participation in occupational Safety and Health programmes;
  - j) Emergency response plan.
3. Workplace Safety, Health and Welfare Conditions
  - 3.1 Safety
    - a) Electrical safety;
    - b) Fire safety;
    - c) Construction safety;
    - d) Office Safety;
    - e) Road safety; and
    - f) Machinery safety.
  - 3.2 Occupational Health and Hygiene Conditions
    - a) Personal Protective Equipment (PPE);
    - b) Ventilation;
    - c) Overcrowding;
    - d) Housekeeping;
    - e) Lighting;
    - f) Handling of materials;
    - g) Temperature;
    - h) Noise; and
    - i) Vibration.
  - 3.3 General Conditions
    - a) General Conditions;

- b) Ergonomics;
  - c) Storage and handling; and
  - d) Welfare facilities.
4. Any other relevant issues not listed above but stipulated in the procedure/ format for carrying out a safety and health audit.

### **3.3 Part 2: Noise Level, Temperature and Fire Risks Audits**

The scope of Part 2 is to carry out Noise Level, Temperature and Fire Risks Audits at **KURA Headquarters and ten (10) Regional Offices** in compliance/accordance with Factories and Other Places of Work (Safety and Health Committee) Rules, 2004, Factories and Other Places of Work (Fire Risk Reduction) Rules, 2007 and Occupational Safety and Health Act, 2007 and any other relevant legislation/international standards.

#### **3.3.1 Job Specification**

- Task 1 To carry out Noise Level, Temperature and Fire Risks Audits for **KURA Headquarters and ten (10) Regional Offices** in compliance/accordance with the Factories and Other Places of Work (Safety and Health Committee) Rules, 2004, Factories and Other Places of Work (Fire Risk Reduction) Rules, 2007 and Occupational Safety and Health Act, 2007 and any other relevant legislation/international standards;
- Task 2 To compile and submit an acceptable in detail and coverage of all KURA Headquarter and ten (10) Regional Offices Noise Level, Temperature and Fire Risks Audit Reports as required within two (2) months. The reports to give all the necessary mitigation measures;
- Task 3 The reports to give recommendations on necessary steps to undertake in each area of non-compliance to enable KURA implement in order to be compliant with the Factories and Other Places of Work (Safety and Health Committee) Rules, 2004, Factories and Other Places of Work (Fire Risk Reduction) Rules, 2007 and Occupational Safety and Health Act, 2007 and any other relevant legislation/international standards;
- Task 4 The reports to indicate the required benchmarks at various points for KURA's continuous monitoring and control;
- Task 5 The reports to recommend facilities KURA will require internally for monitoring and control;
- Task 6 The report to give in detail areas requiring improvement for inclusion in KURA Plans;
- Task 7 The audits to cover areas/facilities of KURA to enable KURA move towards total compliance.

#### **4.0 Requirements and Conditions**

- 1 Those tendering must attach a copy/copies of certificate of registration with Directorate of Occupational Safety and Health Services (Current);
- 2 Attach Certified Copy of Certificate of Incorporation;
- 3 Attach Tax Compliance and VAT Registration Certificates;
- 4 Attach Company Profile;

- 5 Provide Names of Directors of the Firm;
- 6 Attach Copy of PIN Registration for the Firm;
- 7 Show exact Physical locations of business i.e. town, street, building, floor and contact person (s) etc;
- 8 Attach Letter of Reference from your Bankers on Financial Strength;
- 9 Provide Bank Statements for the last 3 months in respect of the Firm;
- 10 Attach Curriculum Vitae (CV) of Technical Staff to carry out the Audits;
- 11 Certified Copies of Certificates and Testimonials of the Proposed Key Staff;
- 12 Provide the Current Work Load as per the Standard Form provided in Section C;
- 13 Provide Litigation History;
- 14 Attach Copy/Copies of evidence of previous experience on similar jobs indicating relevant contracts;
- 15 The Consultant should indicate the duration for carrying out the audits (Not more than two (2) months);
- 16 The Consultant to give (attach) an outline of the scope of work and the methodology that he/she will adopt (use) to carry out the audits including time schedules for each step (activity) and how the final reports will be structured. The reports submitted to KURA will finally be submitted to Directorate of Occupational Safety and Health Services and should be complete in details and format for such submission;
- 17 The Consultant will be required to give a presentation to the KURA Managers before submission of the Final Audit Reports;
- 18 **Note that Vendor visits may be carried out to confirm the above information and form part of the evaluation before final decision is made.**

## **5.0 KEY DELIVERABLES/EXEPECTED OUTPUTS**

The ultimate product for this Consultancy Service is to have **Safety and Health Audit Reports and Noise Level, Temperature and Fire Risks Audit Reports for the KURA Headquarters and ten (10) Regional Offices.**

## **6.0 REPORTING**

### **6.1 Commencement**

The Consultant shall commence the study within 14 calendar days of the effective date of Contract. The effective date shall be the date on which the consultancy agreement shall be signed.

### **6.2 Reports**

The consultant shall prepare and submit the following reports. All reports shall be in the English language.

- (a) **Draft Safety and Health Audit Reports:** These reports shall contain the findings, analyses, result and recommendations of the audits. **Five (5) hard copies and a soft copy to Client.**
- (b) **Draft Noise Level, Temperature and Fire Risks Audit Reports:** These reports shall contain the findings, analysis and recommendations of the audits. **Five (5) hard copies and a soft copy to Client.**
- (c) **Final Safety and Health Audit Reports:** These reports shall incorporate all revisions deemed necessary arising from comments received from the Client following discussions. **Five (5) hard copies and a soft copy to Client.**

- (d) Final Noise Level, Temperature and Fire Risks Audit Reports: These reports shall incorporate all revisions deemed necessary arising from comments received from the Client following discussions. **Five (5) hard copies and two (2) soft copies to Client.**

### 6.3 Submission of Reports

The above reports shall be submitted to:

General Manager (Finance & Administration)  
Kenya Urban Roads Authority  
P.O Box 41727-00100  
**NAIROBI**  
**KENYA**

## 7.0 DURATION OF THE CONSULTANCY

The Consultant shall commence the study within 14 calendar days of the effective date of the contract. The effective date shall be the date on which the Consultancy agreement shall be signed by the Client.

The study will be carried out strictly within 2 months from the effective date of the contract. The consultants should clearly express the willingness and ability to work within that period.

The Consultant(s) will be required to prepare and submit a work plan, with cost estimates, indicating deliverables.

## 19 COMPETENCE AND EXPERTISE REQUIREMENTS

The firm should have been in operation for the last five (5) years, proven experience in offering similar services is essential. A detailed profile along with the curriculum vitae of the Safety and Health Advisor, Fire Safety Auditors and Safety and Health Auditors to be involved in the assignment should be provided. The firm will be required to provide details of at least **5 similar studies undertaken in Kenya.**

The Consultant(s) should provide adequate information indicating that he/she is/are qualified to undertake the assignment successfully by providing the following information:

- Description and experience in similar assignments;
- Evidence of experience in buildings; and
- Availability of appropriate skills, competencies and qualifications among professional staff amongst others.

This will enable KURA to short-list suitable Consultant(s) for the next stage of the selection process.

The hiring of the Consultant(s) will be done in accordance with procedures set out in the current Public Procurement Law.

### 8.1 Staff Requirements

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

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

### **8.1.1 Key Staff: Lead Safety and Health Advisor**

#### **▪ Education**

University Education:

At least a Masters Degree in Safety Engineering or equivalent from a recognized University.

#### **▪ Training**

Sound Background in Occupational Safety and Health and must have undergone training on Occupational Safety and Health Audits.

#### **▪ Skills**

Must possess communication skills both oral and written, presentations skills and auditing skills.

#### **▪ Experience**

- Must have a minimum of 15 years experience in Occupational Safety and Health; and
- Must have been a Safety and Health Advisor in at least 6 Projects.

#### **▪ Registration**

Must be registered with Directorate of Occupational Safety and Health Services (DOSHS) as a Safety and Health Advisor and having a valid certificate.

### **8.1.2 Other Key Staffs:**

#### **1. Fire Safety Auditors**

#### **▪ Qualifications and Skills**

At least a Bachelors Degree from a recognized University in the area of Occupational Safety and Health or equivalent.

#### **▪ Training**

Sound Background in Occupational Safety and Health and must have undergone training on Occupational Safety and Health Audits.

#### **▪ Skills**

Must possess communication skills both oral and written, presentations skills and Auditing skills.

#### **▪ Experience**

- Must have a minimum of 10 years experience in Occupational Safety and Health; and
- Must have been a Fire Safety Auditor in at least 6 Projects.

- **Registration**

Must be registered with Directorate of Occupational Safety and Health Services (DOSHS) as a Fire Safety Auditor and having a valid certificate.

## **2. Safety and Health Auditors**

- **Qualifications and Skills**

At least a Bachelors Degree from a recognized University in Occupational Safety and Health or equivalent.

- **Training**

Sound Background in Occupational Safety and Health and must have undergone training on Occupational Safety and Health Audits.

- **Skills**

Must possess communication skills both oral and written, presentations skills and Auditing skills.

- **Experience**

- Must have a minimum of 7 years experience in Occupational Safety and Health; and
- Must have been a Safety and Health Auditor in at least 6 Projects.

- **Registration**

Must be registered with Directorate of Occupational Safety and Health Services (DOSHS) as a Safety and Health Auditor and having a valid certificate.

## **9.0 OBLIGATION OF KENYA URBAN ROADS AUTHORITY**

### **9.1 Documents and Reports**

Kenya Urban Roads Authority (KURA) 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 but such assistance shall not be extended to the provision of any supplies or services.

### **9.2 Contact Person**

Kenya Urban Roads Authority shall provide a contact person at its Headquarters and at the ten (10) Regional Offices to be audited.

### **9.3 Taxes and Duties**

The Consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxable 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.

## SECTION F: STANDARD FORMS OF CONTRACT

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## **Special Notes**

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments stipulated under clause 6.4 of Special Conditions of Contract.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

## CONTRACT FOR CONSULTANT'S SERVICES

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*

## I. FORM OF CONTRACT

This Agreement (hereinafter called the “Contract”) is made the \_\_\_\_\_) day of the month of \_\_\_\_\_ [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:

- Appendix A: Description of the Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub consultants
- 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]* \_\_\_\_\_

# GENERAL CONDITIONS OF CONTRACT

## 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 herebelow;

“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 Subconsultant 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 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 fourteen (14) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or 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 of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the

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

## **2.6 Termination**

### **2.6.1 By the Client**

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

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

### **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 Activities

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 sub-consultant[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.

## SPECIAL CONDITIONS OF 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	The addresses are: Client: _____ Attention: _____ Telephone: _____ Telex; _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: _____ For the Consultant: _____
2.1	The date on which this Contract shall come into effect is(_____) <i>[date]</i> .  <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>
2.2	The date for the commencement of Services is _____ <i>[date]</i>
2.3	The period shall be _____ <b>TWO (2) Months</b> _____ <i>[length of time]</i> .  <i>Note: Fill in the period, e.g., two months or such other period as the Parties may agree in writing.</i>
2.4	The Consultant shall sign a Service Level Agreement with the Client which shall quantify the minimum acceptable service to the Client and the Consultant's performance will be assessed every quarterly during the implementation of the Contract. The format of the Service Level Agreement is attached in Appendix K of this RFP.
3.1	Notwithstanding Clause 3.1 of the GC:-

- i) The consultant shall be held responsible for the accuracy of the data up to the time of implementation.

3.4 The risks and coverage shall be:

- I. Professional Liability: **Full amount of this Contract**
- II. Loss of or damage to equipment and property: **KShs 5,000,000**
- III. Third party Liability: **KShs 5,000,000**
- IV. Third party motor vehicle insurance: **KShs 2,000,000**
- V. Employer's Liability and workers compensation: **KShs 5,000,000**

4.1 ***All the proposed/approved key staff must be present during presentation of the findings to the client.***

6.2(a) The amount in foreign currency or currencies: **Nil**

6.2(b) The amount in local Currency is \_\_\_\_\_ *[Insert amount]*

Payments shall be made according to the following schedule:

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Draft Safety and Health Audit Reports.

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Draft Noise Level, Temperature and Fire Risks Reports.

Thirty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Final Safety and Health Audit Reports.

Thirty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Final Noise Level, Temperature and Fire Risks Audit Reports.

Payments in Ksh shall be made to the following Account

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

3.5 Payments will be made within 90 (ninety) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.

3.6 The Consultancy services rendered by the Consultant shall be carried out to the satisfaction of an inspection committee following which a contract completion

certificate shall be issued and final payment made under clause 6.2 (b) of the Special Conditions.

## 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
- Technical proposal submission form*  
*Firm's References*  
*Financial proposal submission form*
- APPENDIX J: THE REQUEST FOR PROPOSALS (to be inserted)
- APPENDIX K: SERVICE LEVEL AGREEMENT BETWEEN KENYA URBAN ROADS AUTHORITY & CONSULTANT (To be inserted as an Annex in the Contract Agreement)