



KENYA URBAN ROADS AUTHORITY

Efficient and safe urban roads

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P.O. Box 41727-00100, GPO, NAIROBI

Ref: KURA/F&A/PROC/15/Vol.1 (29)

Date: 24/12/2019

TO ALL BIDDERS,

RE: ROADS 10,000 PROGRAMME: THE DEVELOPMENT OF 2,000 KM OF ROADS SUPPORTING PRIMARY GROWTH SECTORS THROUGH CONTRACTOR FACILITATED FINANCING MECHANISM (PHASE 1, Batch II)

ADDENDUM NO. 1

This is to notify all bidders that an addendum has been issued for the tenders below:

TENDER NUMBER	TENDER DESCRIPTION
KURA/DEV/HQ/217/2019-2020	Consultancy Services for Supervision of the Development of 2,000KM of Roads for Lot 15: Contract No: KURA/PPP/237/2014-2015
KURA/DEV/HQ/218/2019-2020	Consultancy Services for Supervision of the Development of 2,000KM of Roads for Lot 18: Contract No: KURA/PPP/240/2014-2015.

Several clarifications for the above tenders have been sought and our response to them form part of Addendum No. 1 as follows:

S/No.	INQUIRIES	RESPONSE
1.	There is a lot of reference to the 'Agreement' in the RFP document and consultants feels there's a need to go through it in greater detail that may not be achieved by going through it at KURA Office. Can a soft copy of the Project document dated 10 th May 2019 between KURA and the service provider be made available to bidder?	The Project Agreement is available for review on Monday – Friday between 8:00am – 5:00pm (except on public holidays) at: Director (Urban Roads Development) 2 nd Floor, North Wing Kenya Urban Roads Authority offices, Barabara Plaza, Block D, JKIA Mazao Road-off South Airport Road
2.	The consultants flagged an issue concerning the bid, on page 52 to 102 of the RFP, "Please clarify whether the total length of the project roads is 45KM or 35.1 KM. it appears there may be a mix up	Lot 15 - counties covered are, Nyeri, Kirinyaga, Muranga, Embu, Tharaka Nithi and Laikipia. Total length = 45.0 Km

S/No.	INQUIRIES	RESPONSE
	with the scope for lot 15 for Central/Eastern regions of Kenya”	Lot 18- counties covered are Kakamega, Vihiga, Bungoma and Busia. Total length = 35.1 Km
3.	Please Clarify: “Under Part 1, section 1, A- General provisions, 1.1 definitions, it states (d)” Bid security ” means [.] for [KES 5,000,000]. However there are no details provided within the main body of the tender document and within the data sheets.”	Addendum No. 1 has amended and included a Form of Bid Security to the Data Sheets.
4.	“Under the Special Conditions of Contract, Clause 45.1(a), Mode of Billing and payment its states No advance payment shall be paid. This makes it difficult to, for example pre-finance the vehicles. We wish to clarify if an advanced payment can be made upon submission of a bank guarantee?”	No Advance payment shall be paid to the Independent Engineer
5.	Please clarify: “As part of the Financial Proposal Form Fin 5, it states that 6 vehicles are to be provided for, whereas under the terms of reference, Section 15.3 - Supervisory Vehicles for Performing the Assignment it is stated only 5 vehicles are required and it is noted that the specifications are slightly different.”	Five Vehicles are required as stated under the Terms of Reference, Section 15.3 See Inquiry No. 16
6.	“Under Terms of reference, section 15- Consultancy Team During Construction, Operation and Maintenance Period, 2nd Paragraph, it states that the independent Expert shall establish a project office. It is usual practice for the consultants’ office to be on site and to be included in the works contract.” Will the project office be provided for by the contractor?	The Contractor will provide project office for the Independent Engineer only during the operation & maintenance period. The Bid therefore should include a separately priced provision for about 80 Square Metres of standard office space for the duration of the construction works.
7.	In the Tender Notice letter, it states that “bidders are required to register their details if they have downloaded the RFP from the KURA website.” Where will this register be located so we can register?	The registration can be done at: Deputy Director (Supply Chain Management) Ground Floor Kenya Urban Roads Authority offices, Barabara Plaza, Block D, JKIA Mazao Road-off South Airport Road Alternatively, registration can be done via email: info@kura.go.ke
8.	Please clarify: i) Is a J.V. allowed in the tender proposal? If not, is any subcontractor allowed in an association?	Yes

S/No.	INQUIRIES	RESPONSE
	ii) ITC2.8 (14.1.1) Bidding Consultants are not permitted to form Joint Ventures with other Consultants at this level. They shall bid for the works according to the way they were prequalified.	There was no pre-qualification of Consultants, the Bidders are therefore free to form Joint Ventures subject to Clause 8.1 of the General Conditions of Contract: • No single Consultant should be a member of more than one Joint venture • A firm participating in a Joint Venture shall not bid as a single entity at the same time The Addendum No. 1 has amended the ITC 2.8(14.1.1) by deleting the restriction on J.V.
9.	Clause 1.1 (d) of Section 1: ITC Page 8 of 102. "Bid Security" means [-] for [KES 5,000,000] There's no mention of Bid Security in the RFP except at clause 1.1 (d), page section 1: Instructions to consultants. Consultants Understands that there is no Requirement of furnishing the Bid security for KES 5,000,000 along with the proposal Please clarify: Is there a bid security condition of 5 Million KES for submitting a tender proposal?	Addendum No. 1 has Amended the following: "Under Part 1, section 1, A- General provisions, 1.1 definitions, it states (d)" Bid security" means the Bank Guarantee Yes
10.	Letter for Invitation pg 3 and Data Sheet, ITC Clause 2.8 (14.1.1), page 23 of 103 - Joint Venture 'The Independent Engineering Firm/Consortia should have international/ national reputation in independent engineering services and may form association with reputable local firms in Kenya' 'Bidding consultants are not permitted to form joint ventures with other consultants at this level, they shall bid according to the way they were pre-qualified.' Considering the discrepancies, the consultants notes that this being an open international tender, the consultants should be free to enhance its expertise for the assignment in form of a Joint Venture or as sub-consultants with other consultants. Please confirm if this is correct?	See response on Inquiry No. 8

S/No.	INQUIRIES	RESPONSE
11.	Section 3, Technical Proposal - standard format, page 34 of 102, Consultant's Experience The requirement is to submit similar assignments successfully completed in the last five (5) years. Supervision of projects are of long durations and extend beyond the stipulated duration owing to variations and other reasons. The consultants requests to be allowed to submit similar assignments successfully completed in the last ten (10) years	Addendum No. 1 amends the following Similar experience to cover the last 10 years General experience within the last 5 years
12.	Clause 3.5 (21.1) section 2: Data Sheet, page 24 of 27 of 103 of the RFP - Point System for Evaluation of Technical Proposals. The following criteria and points system have been laid down for evaluation of technical proposals: • Specific experience of consultants relevant to the assignment-20 points • Adequacy and quality of the methodology and work plan-20 points • Key Experts qualification and competence-70 points • Transfer of knowledge program and methodology-20 points • Participation by National Key Experts- 10 points The total points for the given criteria are 125 instead of 145, as shown on Page 27 of RFP. Please provide the correct marking points	1. General Experience 5 points

S/No.	INQUIRIES	RESPONSE
13.	Clause 3.5 (21.1) of Section 2: Data Sheet, pg 27 of 102 of the RFP - Transfer of Knowledge (Training) It is evident that from the Qualification Criteria that Transfer of Knowledge is a component of the consultancy services. However, no detailed requirement of training is specified in the TOR. As such, the consultants would like to confirm that on-the-job training needs to be provided to the staff nominated by the client. In case, if the client would like to cover any specific component in the training, it is requested to kindly provide relevant details to enable consultants to prepare the methodology.	Under, the Evaluation Criteria, the Consultant is required to provide a methodology Training relevant to the project Addendum No 1 amends Clause 3.5 of Section 2: The IE should provide detailed methodology on Transfer of Knowledge. It should consider training 3no. Client staff for at least 3 weeks in a leading PPP advisory services and capacity building provider on Planning and Delivery of Public-Private Partnerships (PPP). The Consultant will cover the tuition fee, cost of transport and transfers, subsistence allowance as per standard guidelines. For consistency, allow for KES 5m for training of Client Staff based on the Client's Training Programme. The details of the specific courses will be issued to the winning bidder.
14.	Clause 1.1 section 7: TOR, page 53 of 102 - Scope These Terms of reference for the Independent Expert (the TOR) are specified pursuant to the Project Agreement dated 10th May 2019 (the Agreement) Please avail a soft copy Project Agreement is requested for clear understanding of scope of work and various contractual provisions	See response on Inquiry No.1
15.	Clause 12.1 of TOR, pg 62 of 102 - Inception Report state that 'The Consultant is required to submit an Inception Report on commencement of the consultancy'. It is requested that submission should be at least 3 weeks after the commencement date. The Inception Report could also cover the status of mobilization, findings of the Independent Expert as a result of the initial review/ study and other relevant issues. Please consider and approve the same	Accepted Within 3 weeks
16.	Clause 4.1 of TOR, page 55 of 103 In order to review detailed design and drawings of the bridges, the following documents shall be required: -	Any modifications whether Minor or major shall be undertaken by the Contractor and confirmed by the Contracting Authority.

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	• A copy of the geotechnical investigation report for each bridge • Copy of the hydrology report for each bridge • Hard and soft copy of the detailed design • In case, there are minor modifications in the design/ drawings, it is presumed that the same shall be carried out by the independent expert. In case there are major modifications, the same shall be carried out by Design consultant. In case of any additional geotechnical investigation is required, the same shall be carried out by the client. Please confirm	The IE's scope as per (Clause 4.1)
17.	Clause 15.1 of section 7 TOR, Qualifications of Personnel pg 64 of 102 - Qualification and staff input (Months) of Project Director There is no position for a Team Leader/ Resident Engineer provided for in the RFP. Based on experience on similar assignment, the consultant mentions it is pertinent to have a position of Team Leader/ Resident Engineer whose purpose is coordination of works on day to day basis. The consultant proposes to consider the position of Team Leader/ Resident Engineer under similar role of Project Director who should be deployed for the entire construction period I.e. 24 months The position and man- months may kindly be amended suitably	The Project Director serves as the Team Leader
18.	Under clause 15.2 of TOR, pg 65 & pg 66 of 103 Number of Man-months of Key Professional during construction period i.e 24 months Since the projects entails separate stretches of roads in several different counties.	Though the project network spreads across several counties, the distances between the counties are not prohibitive hence no need for additional professionals.

S/No.	INQUIRIES	RESPONSE
	Being unaware at this juncture the status of the concessionaire to implement the project as per county wise or simultaneously on all roads, owing to no clarity, if the works are to be carried out simultaneously, it will be practically impossible to stretch the proposed (1*24=24 man-month) personnel over the works (Highway Engineer, Pavement/Materials, Structural Bridge Engineer, Engineering Surveyor and Material Technologist to carry out consultancy services seamlessly) Can the number and man-months for the following Key Professionals be amended as follows for the construction period (24 months): 1. Highway Engineer (2*24=48 man-months) 2. Pavement/Materials Engineer (2*24=48 man-months) 3. Structural Bridge Engineer (2*24=48 man-months) 4. Engineering Surveyor (2*24=48 man-months) 5. Material Technologist (2*24=48 man-months) The number of positions and total of 189 man-months of key professionals may be suitably modified. Please consider and accept this request?	
19.	Clause 15.2 of TOR pg 67 of 103 – Staff Months of Key Professional Staff during Construction It is noted that only two Inspectors for 72 months are to be deployed during the Construction phase of 24 months. It appears to a typographical error. It is requested to reconcile the number of road inspectors as $24 \times 3 = 72$	Man-months for Road Inspectors during the construction phase will be $24 \text{ Months} \times 3 \text{ No} = 72$
20.	Section 2 Clause 3.5 (21.1) Evaluation of Technical Proposals and Qualification of Personnel There's a discrepancy in the experience requirement between "Section 2, Data sheet, Clause ITC 3.5 (21.1) Evaluation of Technical Proposals (ii)" & "Section 7, TOR, Clause 15.1 Qualifications of Personnel."	Section 7, TOR, Clause 15.1 Qualifications of Personnel be considered for evaluation

S/No.	INQUIRIES	RESPONSE
	Please confirm that Section 7, TOR, Clause 15.1 Qualifications of Personnel shall stand and will be considered for evaluation.	
21.	Section 2, Data Sheet, Clause ITC 3.5 (21.1) Evaluation of Technical Proposals (ii), pg No. 25 to 26 of 103 Contract Engineers The Consultant would like to submit that qualifications details for Contract Engineer are not provided in “Section 7, TOR, Clause 15.1 Qualifications of Personnel”, however the same is provided in “section 2, Data sheet, Clause ITC 3.5 (21.1) Evaluation of Technical Proposals The Consultant understands that qualifications and competence mentioned under ITC 3.5 (21.1) Evaluation of Technical Proposals (ii) will be considered for evaluation. Kindly confirm.	Section 7, TOR, Clause 15.1 Qualifications of Personnel be considered for evaluation
22.	Sr. No. 4 of FIN-5 of Financial Format, Page 47 of 102 & Sr. No. IV of Clause 15.3 of TOR, Page 67 of 102 – Number of Vehicles There is discrepancy in the number of vehicle and specifications in the financial format and TOR. As per the Financial Format, quantity of vehicle mention TWO with 3000cc and as per Sr. No. IV of Clause 15.3 of TOR, quantity mentioned is ONE with 2700cc Kindly clarify	Refer to Inquiry No. 5
23.	Under FIN-5 of financial format, pg 47 of 103 and Sr. No. IV of clause 15.3 of Tor, Page 68 of 103 - Breakdown Cost of Provision of Supervisory Vehicles Regarding supervisory vehicle, it is mentioned that vehicle shall be provided <u>with unlimited mileage per month</u>. In this regard, the consultant would like to mention that without knowing the approx. mileage of vehicle, costing of fuel consumption may be difficult. Therefore, it is requested to kindly fix the approx. per month mileage for the vehicle so that all consultants can be at	RFP Provisions are retained

S/No.	INQUIRIES	RESPONSE
	par in their assessment for financial proposal to meet this requirement	
24.	Clause 13.1 of SCC pg 96 of 103 - Commencement of services: The client has allowed only 7 days' time for commencement of services from the notification of commencement. It is required at least three weeks' time be availed to the consultant to enable them to arrange visas and complete other administrative arrangements to mobilize the required expatriate staff.	RFP Provisions are retained The seven days are deemed adequate given the time duration between the date of Notification of Award and the time commencement.
25.	Clause 24.1 of SCC, pg. 95 & pg. 96 of 103 - Insurances As per Clause 24.1 of SCC, the Consultant has to take Professional Liability Insurance (PLI) and Third Party Limited Insurance (TPLI). The Client has not indicated the minimum amount for Professional Liability Insurance (PLI) and Third Party Liability Insurance (TPLI)	PLI cover limited to extent of Consultancy fee and for the duration of the Contract TPLI – Maximum amount of USD 50,000 per occurrence for unlimited occurrences
26.	Clause 16.2 of Data Sheet, pg 23 of 103 and Clause No. 42.3 of SCC, page 98 of 103 - Price adjustment It is stated that the price adjustment on the remuneration, lump sums or reimbursable does not apply In this regard, it is submitted that as per the current practice in all Time-based projects financed by Multilateral development Banks like world Bank, ADB, AFDB, the client always provides escalation after every 12 months. Since the project is 36 months the Client is requested to kindly include an escalation clause in this RFP	No Price adjustment will apply for the Consultancy Services
27.	Clause 46.2 of SCC pg. 98 of 102 Damages In case of delay, due to the reason not attributable to the Consultant, the consultant shall not be liable to pay any penalty. Please confirm the above understanding?	If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the SCC. The total amount of the damages shall not exceed 10% of the Contract amount.

S/No.	INQUIRIES	RESPONSE
28.	Extension of time for Submission of Bids/ Proposals Can the submission date for the proposal, allow Consultants to submit their bids at least 3 weeks from the date of issue of clarifications so that they can prepare comprehensive proposals addressing all issues of the RFP document/ TOR	The deadline for submission of proposals has been extended by two (2) weeks Addendum No. 1 amends the submission date of the Proposals by Consultants to 23rd January 2019
29.	Observing that the "Agreement" is a confidential document to be reviewed under your guidance and at your premises, we request that you make the necessary arrangement for our Engineers to come to carry out the review and make necessary notes or copies as may be admissible	See response on inquiry No. 1

FORM OF BID SECURITY

Note: The bidder shall complete only this form of Bid Security. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

Whereas (Name of the tenderer) (hereinafter called "the tenderer" has submitted its tender dated..... (Date of submission of tender) for the (Name and/or description of the tender) (Hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WEof (Name of Insurance Company) having our registered office at (hereinafter called the "the Guarantor"), are bound unto (Name of Procuring Entity) (hereinafter called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of ____ 20 ____.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers; or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with Instructions to Tenderers.

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by its due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of tender validity, and any demand in respect thereof should reach the Guarantor not later than the said date.

(Date)

(Signature of the Guarantor)

(Witness)

(Seal)

This addendum should be submitted together with the bidding documents failure to which will lead to disqualification.

The submission date has been changed to **23rd January 2020 at 10.00 a.m.** All other details remain as per the tender notice and bidding documents.



Saadia H. Adankhalif

Deputy Director (Supply Chain Management)

FOR: DIRECTOR GENERAL