



KENYA RURAL ROADS AUTHORITY

ROADS 10,000 PROGRAMME: LOW VOLUME SEAL ROADS

REQUEST FOR PROPOSALS

FOR

CONSULTANCY SERVICES FOR SOCIO-ECONOMIC BASELINE STUDIES

AND MONITORING AND EVALUATION OF

CHINA DEVELOPMENT BANK (CDB) FUNDED PROJECTS

Tender No. KeRRA/08/40/05/2024-2025

MAY, 2025

Director (Research, Strategy & Compliance)
Kenya Rural Roads Authority
P. O. Box 48151-00100
NAIROBI

Director General
Kenya Rural Roads Authority
P. O. Box 48151-00100
NAIROBI

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SECTION A: LETTER OF INVITATION

To _____
_____ [date]

[Name and address of consultant)

Dear Sirs,

**RE: CONSULTANCY SERVICES FOR SOCIO-ECONOMIC BASELINE STUDIES AND
MONITORING AND EVALUATION OF CHINA DEVELOPMENT BANK (CDB)
FUNDED PROJECTS**

The Kenya Rural Roads Authority invites proposals to provide **Consultancy Services for Socio-Economic Baseline Studies and Monitoring and Evaluation of China Development Bank (CDB) funded projects.**

More details on the services are provided in the attached Terms of Reference.

The RFP includes the following documents:

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

List of Appendices

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

- a) Certified copy of Certificate of Incorporation.
- b) Curricula Vitae (CV) of the proposed key staff, signed by the respective Personnel not earlier than the date of this invitation. In addition, the Curricula Vitae **SHALL BEAR** the **CURRENT** telephone and postal addresses of the personnel. Bidders intending to submit proposals for more than one tender are informed that they are required to provide different personnel for the various tenders. Bidders who fail to comply will not be eligible for award of more than one tender.
- c) Certified copies of certificates and testimonials of the proposed key staff (certified not earlier than the date of this invitation).
- d) Proof of similar previous experience of services carried out in the last five years (certificates of satisfactory performance from Employers/Clients for completed assignments).
- e) Audited accounts for the last three years (2024, 2023, 2022)
- f) Current work load and status.
- g) Litigation history (sworn affidavit).
- h) Valid Tax Compliance Certificate.
- i) Taxpayer Registration Certificate/ (PIN/VAT).

The submission date for the proposals is **30th May, 2025 at 11.00 hrs (local time)** at the following address: -

Director General
Kenya Rural Roads Authority
Barabara Plaza, Block B
Airport South Road, Opp. KCAA
P.O. Box 48151-00100
NAIROBI

Opening of the proposals will take place immediately thereafter at the ground floor on the Barabara Plaza, Block B Airport South Road, Opp. KCAA in the presence of representatives of those firms who wish to attend.

Yours sincerely,

Eng. Philemon K. Kandie, MBS
DIRECTOR GENERAL

SECTION B: INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in Annex “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in Annex “A” for consulting services required for the assignment named in the said Annex. 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.
- 1.3 The Consultants are requested to visit the sites to examine the Site of Works and its surroundings and obtain for themselves all information that may be necessary for preparing the bid and entering into a contract for the Services. The costs of visiting the site shall be at the Consultants own expense. The Consultants and any of their personnel or agents will be granted permission by the Client to enter its premises and lands for the purpose of such inspection, but only on the express condition that the Consultants, their personnel and agents, will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.
- 1.4 The Site visit attendance is not mandatory for bidders.
- 1.5 Consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in Annex “A” to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.6 The Client will provide the inputs specified in Annex “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.7 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client or project road(s) 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 DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in Annex “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

- 3.1 The Consultants proposals shall be written in English language.

Technical Proposal

- 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) Firms must demonstrate staff capacity and financial capability to undertake the assignments.
 - c) For assignments on a staff-time basis, the estimated number of professional staff-months or weeks is given in Annex “A”. The proposal shall however be based on the number of professional staff- months or weeks estimated by the firm.
 - d) 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.
 - e) Proposed professional staff must as a minimum, have the experience indicated in Annex “A”, preferably working under conditions similar to those prevailing in Kenya.
 - f) 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: -
- a) 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.

- b) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - c) A description of the methodology and work plan for performing the assignment.
 - d) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing.
 - e) CVs recently signed (**after the date of invitation of Consultants**) by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years; in case of the team leader and minimum five years in case of the other staff.
 - f) 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.
 - g) A detailed description of the proposed methodology, staffing and monitoring of training, if Annex “A” specifies training as a major component of the assignment.
 - h) Firm’s organisational chart showing the reporting structure of staff in undertaking the assignment.
 - i) Any additional information requested in Annex “A”.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 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, surveys, 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 Annex “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 180 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, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled 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 Annex “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 Annex “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING 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 Annex “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. EVALUATION OF PROPOSAL: 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 Annex “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.

Clarification of Proposals and Contacting of the Employer

- 5.3 To assist in the examination, evaluation, and comparison of Proposals, the Client may, at its discretion, ask any Consultant for clarification of its Proposal, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as

required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with 5.6, 5.7 & 5.8 below.

- 5.4 Subject to Clause 2 above, no bidder shall contact the Employer on any matter relating to its Proposal from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Client, it should do so in writing.

Examination of proposals and determination of responsiveness

- 5.5 Prior to the detailed evaluation of proposals, the Client will determine whether each proposal (a) has been properly signed; (b) is substantially responsive to the requirements of the Request for Proposal; and (c) provides any clarification and/or substantiation that the Client may require to determine responsiveness pursuant to Sub-Clause 5.7.
- 5.6 A substantially responsive proposal is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Request for Proposal, the Client's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 5.7 If a Proposal is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Evaluation and Comparison of Proposals

- 5.8 The Client will then evaluate and compare only the proposals determined to be substantially responsive. Any variation, deviation and alternative offers will be rejected and shall not be taken into account in proposal evaluation. The responsiveness criteria shall be as per the table below together with the requirements outlined in the Invitation to Consultants.

Responsiveness Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture		
				All Parties Combined	Each Party	One Party
1. Eligibility						
1.2	Conflict of Interest	No conflicts of interest in Sub-Clause 3.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A
1.4	Incorporation & Registration	Pursuant to the Invitation to Consultants; - Certified Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorised to do business in Kenya. - Valid Tax Compliance Certificate	Must meet requirement	Must meet requirement	Must meet requirement	N/A
2. Historical Contract Non-Performance						
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%)] of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement by itself or as party to past or existing JV	N / A	Must meet requirement by itself or as party to past or existing JV	N / A
3. Financial Situation						
3.1	Financial Performance	Submission of audited accounts for the last three [3] consecutive years to demonstrate: (a) the current soundness of the applicants’ financial position and its prospective long-term	Must meet requirement (a) Must meet requirement	Must meet requirement (a) Must meet requirement	N/A (a) N/A	N / A (a)N / A

Responsiveness Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture		
				All Parties Combined	Each Party	One Party
		profitability, and (b) capacity to have a cash flow amount of min Kshs 3 million equivalent working capital	(b) Must meet requirement	(b) Must meet requirement	(b) N / A	(b) N / A
		(c) An average annual turnover from consultancy services of KShs. 5 million in the last three years	(c) Must meet requirement	(c) Must meet requirement	(c) N / A	(c) N / A
4. Experience						
4.1	General socio-economic impact analysis Experience	Experience under Socioeconomic Survey contracts in the role of consultant or subcontractor for at least three [3] years prior to the proposal submission deadline	Must meet requirement	Must meet requirement	N/A	N / A
4.2	Specific socioeconomic survey Experience	Proof of similar/specific previous experience of services carried out by the Consultant (certificates of satisfactory performance from Employers/Clients for completed assignments). The similarity shall be based on the scope of the assignment, complexity, or other characteristics as described in Section C (Terms of Reference) .	Must meet requirement	Must meet requirement	N / A	Must meet requirement for one contract

Evaluation of Technical Proposals

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

		Points
(i)	Specific experience of the Consultant related to the assignment	10
(ii)	Comments on Terms of Reference	5
(iii)	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	35
(iv)	Qualifications and competence of the key staff for the assignment	50
	Total Points	<u>100</u>

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 Annex “A”.

Public Opening and Evaluation of Financial Proposals

- 5.10 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.
- 5.11 The Financial Proposals shall be opened publicly in the presence of the Consultants/Firms invited for the opening, who choose to attend.
- 5.12 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.
- 5.13 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 Evaluation Committee will ensure that the Financial Proposals satisfy the requirements of the Terms of Reference and in particular the conformity to the format provided in the Financial Proposal forms. Failure to include all the inputs e.g. Client’s Administrative Costs, P.C. Sums etc. shall lead to the disqualification of the proposals. 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. Where there is a discrepancy between the total of the line amounts and the total price, the error will be corrected in such a manner that the Total Price as submitted is not altered.

- 5.14 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.
- 5.15 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in Annex “A”, be as follows: -

$Sf = 100 \times \frac{FM}{F}$ where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *P* = 1) indicated in the Annex.

The combined technical and financial score, *S*, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Annex “A”. The aim is to reach agreement on all points of the assignment before signing 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.
- 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 Employer will invite the successful bidder to sign the Form of Agreement. Within 14 (fourteen) days of such invitation, the bidder shall sign the form of Agreement together with other required forms as necessary.
- 7.3 The selected firm is expected to commence the assignment on the date and at the location specified in Annex "A".

8. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 8.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
- 8.2 The Employer will annul any award of Contract: -
- a) If the bidder withdraws his bid after award;
 - b) If the bidder does not accept the correction of errors pursuant to sub-clause 5.14.;
 - c) In the case of a successful bidder, if he fails within the specified time limit to: -
 - i) Furnish the necessary Professional Indemnity Cover
 - ii) Sign the Contract Agreement.

9. CONFIDENTIALITY

- 9.1 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.

10. PREFERENCES AND RESERVATIONS

- 10.1 The procurement process for the Consultancy services shall be in accordance with the current provisions of Section 157 of the Public Procurement and Asset Disposal Act (2015) in respect of preferences and reservations.

Annex “A”

Clause Reference

1.1 & 2.1 The name of the Client is:

**Director General
Kenya Rural Roads Authority**

The method of selection is: **Quality and Cost Based Selection**

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 socioeconomic baseline studies and Monitoring and Evaluation of China Development (CDB) funded projects.

1.3 A pre-proposal conference will be held: **No**

The name(s), address(es) and telephone numbers of the Client’s official(s) are: -

**Director (Research, Strategy & Compliance)
Kenya Rural Roads Authority
P. O. Box 48151-00100
Nairobi
Tel: 020-7807600/01-05 Ext. 48400**

1.4 The Client will provide the following inputs if required, subject to availability, at a nominal fee to be indicated at the time of tendering: -

- i). Project Contract Document.
- ii). Project Designs

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.
- ii). Letter of introduction to relevant Government bodies.

1.5 (i) The Consultant will be responsible for determining the number of professional staff time (weeks) to be assigned for any activity.
(ii) The duration required to complete the assignment is **thirty-six (36) Months.**

The minimum experience required in years of proposed professional staff and the points assigned to each is as shown hereunder: -

	<u>Years</u>	<u>Points</u>
a) Team Leader	15	14
b) Highways Engineer / Deputy Team Leader	15	12
c) Transport Economist	10	12
d) Monitoring & Evaluation Specialist / Statistician	10	12
Total		50
1.6	Training is a specific component of this assignment: YES	
1.7	Additional information in the Technical Proposal includes: N/A	
1.8	Taxes: The Consultant shall be liable to pay all taxes (including VAT), duties and levies in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context. The Consultant should include in his rates all taxes (exclusive of VAT), duties and levies in his proposal.	
1.9	Consultants must submit one original, 2 (two) copies and one soft copy in memory stick of each proposal.	
2.0	The submission date for the proposals is 30th May, 2025 at 11.00 hrs (local time) at the following address: - Director General Kenya Rural Roads Authority 4th Floor, Barabara Plaza, Block B P. O. Box 48151-00100 <u>NAIROBI</u>	
	The outer envelope shall also be clearly marked: - “CONSULTANCY SERVICES FOR SOCIO-ECONOMIC BASELINE STUDIES AND MONITORING AND EVALUATION OF CHINA DEVELOPMENT BANK (CDB) FUNDED PROJECTS”	
	Proposals must be submitted not later than the date specified on the advert notice or any subsequent addenda.	
2.1	The address to send information to the Client is: - Director (Research, Strategy & Compliance) Kenya Rural Roads Authority 1st Floor, Barabara Plaza, Block B P. O. Box 48151-00100 <u>NAIROBI</u> <u>Email: drsc@kerra.go.ke</u>	

Or

**Deputy Director (Supply Chain Management)
Kenya Rural Roads Authority
3rd Floor, Barabara Plaza, Block B
P.O. Box 48151-00100
NAIROBI**

2.2 The minimum technical score required to pass is **70%**

2.3 The Weights are as follows: -

**Technical Proposal, T = 70%
Financial Proposal, P= 30%**

Annex B

EVALUATION GRID

METHODOLOGY AND ORGANISATION

Firm's experience and organisation	10
Comments on Terms of Reference	5
Methodology and Work plan	35
Sub-Total score for Methodology and Organisation	50

KEY PERSONNEL

No.	Personnel	<u>Years</u>	<u>Points</u>
1.	Team Leader	15	14
	Qualification and Skills		5.0
	General professional experience		4.0
	Specific professional experience		5.0
2.	Highways Engineer / Deputy Team Leader	15	12
	Qualification and Skills		5.0
	General professional experience		2.0
	Specific professional experience		5.0
3.	Transport Economist	10	12
	Qualification and Skills		5.0
	General professional experience		2.0
	Specific professional experience		5.0
4.	Monitoring and Evaluation (M&E) Specialist / Statistician	10	12
	Qualification and Skills		5.0
	General professional experience		2.0
	Specific professional experience		5.0
	Sub - Total		50
	TOTAL		100

SECTION C: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE (TOR) FOR CONSULTANCY SERVICES FOR SOCIO-ECONOMIC BASELINE STUDIES AND MONITORING AND EVALUATION OF CHINA DEVELOPMENT (CDB) FUNDED PROJECTS

1.0 Background for the Project

The Kenya Rural Roads Authority (KeRRA) was established through the Kenya Roads Act 2007 and inaugurated in September 2008, together with two other road Authorities namely; Kenya National Highways Authority (KeNHA) and the Kenya Urban Roads Authority (KURA).

The mandate of the Authority is to manage, develop, rehabilitate and maintain national secondary trunk roads for sustainable socio-economic transformation. The Constitution of Kenya 2010 assigns the responsibility of managing National Trunk Roads to National Government and County Roads to County Governments. The Authority is currently managing **18,321.26Km** of national secondary trunk road network (Class C).

Towards the realization of the Kenya Vision 2030 which aspires for a country firmly interconnected through a network of roads, railways and telecommunications, the Authority plays a vital role in the road expansion programme to also support the primary growth sectors of the economy. Consequently, in this pursuit, the Authority continues to implement the Roads 10,000 Low Volume Sealed roads programme towards a quantum leap in upgrading of roads to bitumen standards. The programme is capital intensive and hence calls for alternative sources of financing to supplement the inadequate government financing.

Subsequently, the Kenyan Government approached the China Development Bank for support to projects that promote long-term economic growth, particularly in road infrastructure. The impact of donor funding is multifaceted. It is aimed that the donor support will contribute significantly to the road infrastructure development and hence improve the quality of life for millions of Kenyans and address the urgent needs in roads sector. Sustainable development requires donors to work closely with recipient governments to ensure that projects are locally-driven, transparent, and aligned with long-term goals.

In this context, the Authority therefore proposes to engage a Consultant to undertake consultancy services for socio-economic baseline studies of the China Development Bank (CDB) funded projects, monitor and evaluate execution of works and conduct an impact/post-evaluation of the projects.

1.1 Purpose of the Study

The purposes of the Baseline Study are (i) to provide a monitoring and evaluation baseline data, information and socio-economic indicators that will be used in the monitoring and evaluation, and (ii) to design and carry out detailed annual monitoring and evaluation for three years and (iii) undertake an impact evaluation of the China Development (CDB) funded projects.

The baseline study will identify project specific benchmarks and indicators. Both benchmarks and indicators will be referred to when evaluating the project in order to measure change and identify impact. The level of the observed changes will conceptually form the basis for the evaluation of the impact of the Project. Additionally, the information in the baseline study will be used during the

implementation process in order to assess progress and make any necessary adjustments. Further, it will help plan the projects through specifying and concretizing the objectives as well as the support which will be needed.

1.2 Focus of the Study

The baseline study will focus on collection and analysis of socio-economic data and conditions existing in the road projects before the commencement of the China Development Bank funded projects. The M&E for baseline study and the impact evaluation will cover the entire road projects.

The socio-economic data, information and existing contextual conditions will be collected and reported in the context of improving the low volume sealed roads. The baseline study is intended to provide: a) social and economic baseline data and information for the Project as a benchmark for performance evaluation; b) indicators that will assist in designing the Project's monitoring and evaluation plan; c) instruments for impact evaluation; and d) information that will assist in identifying relevant policies, guidelines and frameworks for supporting the project's implementation.

1.3 Project Development Objective

The proposed development objective is to enhance mobility of people and goods in support of agricultural growth and poverty reduction in rural areas. Tentatively, it is proposed to achieve the project development objective by (a) upgrading prioritized rural and tertiary roads in selected rural areas and (b) ensuring that road investments are sustainable through performance based routine maintenance.

1.4 Project Components

To achieve the above objectives, the low volume sealed road projects have the following components;

- a) **Upgrading works:** This will involve construction and installation of road works and remedy any defects in conformity with the bills of quantities, conditions of contract, specifications and drawings.
- a) **Performance Based Routine Maintenance:** This will involve routine maintenance and repairs on and off carriageway and emergency works as will be instructed during the contract period.

1.5 Rationale for the Study

The baseline study is an early element in the monitoring and evaluation plan and uses the log-frame structure to systematically assess the circumstances in which a project/activity commences.

It provides the basis for subsequent assessment of how efficiently the project is being implemented and the eventual results achieved. Subsequent monitoring of project progress also gathers and analyses data using the log-frame and will be consistent with the baseline study. Mid-term reviews, project completion reports and other evaluations will judge progress largely based on comparisons with the information from the baseline study. The baseline study will therefore be the first step in developing the Monitoring and Evaluation (M&E) plans for the CDB funded projects.

2.0 Description of the Project Assignment

The study will comprise the below listed road projects in the corresponding Counties.

S/No.	Project Title	County	Length (Km)
1	Kiambu-Raini,Nduota-Gathanga,Gachie-Gacharagae,Kabukuand loop road -RWC 607	Kiambu	90
2	Piai – Murinduko – Mumbuni – Kiumbuini – Ndindiruku – Marurumo – Kiandegwa – Jctn B24-RWC 597	Kirinyaga	55
3	Ndaragwa - Maili Kumi /Ndaragwa - Kanyagia - Subuku/ Ndaragwa-Ngamini Uruko/ Jnc B-Karagoini Secondary School- Wakahoti Centre/ Githae (Karagoini Nursery School) Roads - RWC 566	Nyandarua	55
4	Ichamara – Thangathi – Rutune – Kariru – Kimathi / Mihuti – Rutune and Maseno – River Sagana – Githuaini – A2 Kariti Roads - RWC 599	Nyeri	45
5	Mavakari-Kamwambia-C2 Kanyuambora-RWC 642	Embu	42
6	Njoro- Beeston- Nesuit/ Beeston- Lawina- Elburgon/ Mauche- Sururu Roads - RWC 641	Nakuru	40
7	Jnct C69 Engineer – Mbiginano – Gathara / Jnct C69 Tulaga – Gathara – Kianguyo – Ha Benjamin – Jnc C69 Engineer/ Access Roads to Mwiteithie Primary & Secondary Schools / Ha Kagiri – Ha Benjamin /Access to Tulaga Farmers’ Cooperative Society / Tulaga- Thindi Primary / Ha Chege- Muthambure - Mbirithi Roads	Nyandarua	44
8	Upgrade to Bitumen of Eronge-Kebuse-Borabu TCC-Makara-Prince Dan Sch -RWC 643	Nyamira	61
9	Kinyach – Arror – Kapsowar (Lot 2)- RWC 651	Baringo/Elgeyo Marakwet	50
10	Metembe - Owalo - Rioma - Mivani - Ng'enyi/ Ting'a - Bobaracho - Ragogo - Kegogi - Nyakoora - Rioma - Gesiaka - Ngaore - Marani Road -RWC 652	Kisii	54
11	Tawa-Nguluni-Itangini -	Makueni	32
12	Timboroa-Meteitei-Kopere, Ainapng'etuny Jnc-Ainapng'etuny Secondary-Aic Tindiret Primary School, Setek Jnc-Setek Dispensary and Access to Public Institutions Roads.	Nandi	63
13	Kaiboi-Chepterwai-Kapkatembo, Kipkaren Selia-Kaiboi, Maili Nne-Tuiyo, Soko-Tuiyo-Aturei, Access to Ngenyilel Tech. Institute, Access to St. Mary's Osorongai Sch and Access to Kipkaren River Town Roads	Uasin Gishu	76
14	Improvement of Cess-Rekeke-Lake Jipe C908 - RAM	Taita Taveta	15

2.1 Scope of the Assignment

The consultancy services will be undertaken in the following two discrete phases:

- Phase I - Desk Study of County profiles, monitoring indicators and survey instruments:**
This activity is aimed at all selected counties and will involve gathering and compilation of existing socio-economic data which are available at various government departments, non-governmental organizations etc. as well as development of the most appropriate survey

methodologies for monitoring output/outcome indicators under the M&E framework and assessing broader socioeconomic impacts of the projects in the impact evaluation.

- b) **Phase II - Field Survey:** This will involve collection of the missing baseline data in the developed M&E framework and carrying out the first-round survey for the impact evaluation as well as verifying the desk study results.

In order to achieve the expected output, the Consultant shall carry out, inter alia, the following activities:

Phase I: Desk Study

- a) Literature review on the mandates of Kenya Rural Roads Authority, County Governments and other stakeholders within the physical infrastructure sector.
- b) Existing socio-economic evaluation methodologies. Review methods and procedures for multi-sectoral economic analysis including economic and financial cost/benefit analysis related to rural infrastructure delivery;
- c) Identify the socio-economic data relevant to the projects taking into account the project's objectives listed in Section 1.3;
- d) Collect, collate and analyse basic data, at the national, county or sub-county level, and along the project sites if already identified, including but not limited to:
 - i) Background information of the project area (i.e. the history, geology, soils, climate, vegetation, population, settlements, land use, etc);
 - ii) Road network, road conditions and passability, transport connectivity to key social and economic facilities;
 - iii) Demand for mobility of people and goods;
 - iv) Transport service availability, quality, prices and reliability;
 - v) Other infrastructure availability, such as power, water and irrigation;
 - vi) Agriculture (including production levels, types of crops, used inputs, market participation, etc.);
 - vii) Communications, trade and commerce;
 - viii) Market network (including volume of trade, prices);
 - ix) Vulnerability to poverty (poverty mapping);
- e) Prepare narrative descriptions (profiles) of the Counties and for each of the target areas for the collection of data;
- f) Develop detailed survey methodologies for **both M&E and Impact Evaluation**, including procedures for the spatial sampling of key impact indicators. The methodology will outline the overall objectives of the baseline survey and preferred approach to be adopted in carrying it out. It will also provide information on the following:
 - i) Identification of key monitoring indicators to be measured, the inter-relationship between them and their importance in measuring the impacts of the projects;
 - ii) Collection of the identified monitoring indicators from existing data, if any;
 - iii) Develop an overall Impact Evaluation design, including the following aspects;
 - a) Identification strategy for Impact Evaluation which should be based on rigorous methods (which are cost effective) with a good counterfactual (e.g., randomized controlled trial, difference-in-difference, regression discontinuity design, matching, instrumental variable methods and a combination of some of them are all possible options, but strong justification should be provided);

- ii) Identification of beneficiaries and non-beneficiaries (treatment and control groups);
- iii) Detailed sampling strategy, including necessary sample size and stratification;
- iv) The preferred methods of obtaining information (e.g. questionnaires, pre-coded questions, structured interviews etc.);
- v) Survey guidelines for enumerators and/or interviewers; and
- iv) Survey tools to be used (questionnaires, tally machines etc.).

The proposed methodology should enable the Consultant to reliably measure causality, not correlation, and evaluate the social, political and economic indicators as they relate to the livelihood of the rural community in particular and the national economy in general.

- g) Identify the target areas for undertaking the actual surveys for both M&E indicators and the Impact Evaluation.
- h) Prepare detailed work plans for the M&E and Impact Evaluation separately. The work plan shall include:
 - i) description of the purpose of the survey and the preferred evaluation methodology;
 - ii) description of the selected output and impact indicators, information to be collected and methods of obtaining and analyzing the collected data;
 - iii) time bound implementation schedule; and
 - iv) human, material and financial resources required for the survey.

Phase II: Field Survey

Upon concurrence and approval of the methodology and work plan (to be presented in the Inception Report), the Consultant will proceed to conduct the field work as follows:

- (a) Establish sample survey and control areas in consultation with stakeholders. The selected low volume sealed roads focus on enhancing mobility of people and goods in support of agricultural growth and poverty reduction in rural areas. The Consultant should, therefore, take careful consideration of this fact in the selection of representative sample areas;
- (b) Pre-test and refine the developed survey instruments (such as questionnaires);
- (c) Train enumerators and other personnel involved in the survey process, on the methods and procedures of data collection and analysis prescribed in the approved methodology;
- (d) Conduct the baseline survey collecting as much as possible readily available data and with carefully structured field surveys.

The field surveys will include but not be limited to the following:

- a) ¹Road Conditions Analysis

This will involve analysis of the condition of the road network and its effect (positive and negative) on the economic activities in the target area.

- b) Traffic Survey

This survey will focus mainly on Origin-Destination Survey over a selected area and will enable to capture information on the social characteristics of passengers, type and weight of goods carried, supply and frequency of transport services, travel time between fixed points, fares and variations in the supply of transport service (by season, market days, etc. measured in weighted average Kenya Shilling per kilometer), number of vehicle trips (measured in terms of Average Annual Daily Traffic)

¹ Road Condition Analysis will involve inspecting the existing road with a view of establishing the condition in terms of the riding quality. In this regard, a detailed Road Condition Survey will not be necessary.

made on a typical rural road.

c) Market Survey

This survey will focus mainly on Origin-Destination Survey over a selected area and will enable to capture information on the characteristics of the markets, size, catchment, facilities, goods and commercial services traded, number of traders (by season and market days and by annual volume of agricultural produce transported on typical rural roads) etc.

d) Key Person Interview

This refers to interviews with influential persons and stakeholders in the project area such as County Authorities, Members of Parliament, Ward Representatives, Government Officers, farmer groups, women's groups, Cooperatives Societies, NGOs, business owners, youth groups, etc., to supplement information collected in (a) to (c) above. This is useful in establishing:

- i) The current level of socio-economic activities in the area;
- ii) Political and administrative structures as well as the process (levels) of decision making;
- iii) Availability as well as accessibility of essential social services (expressed in the utilization rate and travel time involved);
- iv) Level of unemployment;
- v) Stakeholders' opinions regarding the improvement of roads to support agricultural development;
- vi) How people perceive the state of the roads targeted for improvement/upgrading, volume of passenger and freight traffic, modal composition of passenger, freight composition, passenger fare, freight fare, user cost savings, travel time, vehicle ownership patterns, repair and maintenance costs of vehicles, vehicle operators "frequency of travel", travel patterns, earnings, and security along the roads, among others;
- vii) Types of other development activities (projects) in the area and the involvement of the local community in the planning, implementation and monitoring of the same;
- viii) Agriculture and rural manufacturing i.e., farming activities and practices, farm size, cropping intensity, land prices, cropping pattern, irrigation activities, fertilizer use, labour use, transportation of agricultural produce, labour and land productivity, processing and value addition activities, non-agricultural activities and other rural manufacturing/value addition activities;
- ix) Trade and institutional services i.e., location spread of markets, roadside centres and trading activities, farm gate prices, market prices, transaction costs, marketing channels, financial institutions and services and commercial institutions and services;
- x) Social institutions and services i.e., healthcare facilities and services, educational institutions and quality of educational services, school enrolment and dropout rates and attendance levels, cultural and religious institutions;
- xi) Livelihood patterns i.e., land ownership, rate of out-migration, size of labour force, employment, wages, occupational mobility;
- xii) Human capital, ownership of agricultural equipment, ownership of livestock and poultry, ownership of commercial transport equipment, expenditure and consumption etc;
- xiii) The role of women in the community particularly as related to initiation, implementation and monitoring of development projects.

e) Household Survey

This survey will focus on a structured data collection on various socio-economic variables at the household level to establish the current livelihood of the target community. The key information to be gathered includes, among others:

- i) Household structure e.g. family size, age, level of education, religious affiliation, participation in local governance and status, membership of interest groups;
- ii) Basic household living conditions, including geo-references (GIS coordinates), access to basic infrastructure services and premise conditions;
- iii) Major productive activities and employment opportunities;
- iv) Agricultural or livestock activities, including inputs and outputs (with both quantity and price information covered);
- v) Household income and sources;
- vi) Level of access to social services and infrastructures such as extension advice, credit facility, input supply, schools, health centres, water points, market places, government and local administration as well as the nearest all weather road (expressed in the utilization rate, frequency, and travel time, distance and transport mode involved);
- vii) Local means of transporting their farm input and outputs to and from farms and market and any need for change.
- viii) Business activities (No. of shops, etc.) in the area;
- ix) Level of participation in the planning, implementation and monitoring of community-based or other development activities in the area

f) Analysis of collected data and production of a report

This will serve as a basis for future Project monitoring and evaluation and impact analysis. All the data collected shall be disaggregated by gender, age and other realistic categories.

3.0 Qualifications of the Key Professional Staff

The study will be assigned to a consultancy firm or research organization with in-depth knowledge, skills and experience in conducting socio-economic baseline studies and monitoring and evaluation of projects. The Consultant will provide adequate support staff to undertake this assignment.

The Consultant team shall comprise the following professionals: -

3.1 Team Leader

The Team Leader shall be a senior and suitably qualified and experienced person to serve for the entire contract period of 36 months. For appointment to this position, the Team Leader must possess technical expertise with qualifications commensurate to the following:

- i) Have an advanced university degree (Master or PhD) in development studies, social science, economics, applied engineering, project management or related field.
- ii) Over fifteen (15) years demonstrated professional experience in development research, monitoring and/or evaluation, part of which must be on transport work/research.
- iii) The team leader must demonstrate expertise in transport sector policies and planning, managing, monitoring and evaluating, or coordinating complex projects.
- iv) Minimum of five years of progressively responsible experience on monitoring and evaluation of development and research projects.
- v) Knowledge of statutory framework for Kenya's Transportation Sector.
- vi) Have strong leadership capacities and a demonstrated record of successful leadership of multi-disciplinary teams.

- vii) Excellent Public Relations and communication skills with a pleasant personality are required.
- viii) Knowledge of Donor funded project procurement and implementation guidelines will be an added advantage.
- ix) Excellent command of Microsoft Office tools such as Word, Excel, Access, PowerPoint, and data analysis packages.

3.2 Highways Engineer / Deputy Team Leader

The Highways Engineer shall be a senior, suitably qualified and experienced Civil Engineer specialized in highway engineering to serve for the entire contract period of 36 months. For appointment to this position, the candidate must have the following minimum qualifications and skills:

- i) Must possess bachelor's degree - BSc (Civil Engineering) from a university recognized in Kenya and be a Registered Consulting Engineer by Engineers Board of Kenya (EBK).
- ii) Must possess a master's degree in Highway Engineering or equivalent from a university recognized in Kenya.
- iii) To be a member of a professional body.
- iv) A background in project management, monitoring and evaluation.
- v) Over fifteen (15) years demonstrated experience in the Roads Sub-Sector in Kenya
- vi) Knowledge and experience in handling road safety in road construction work zones.
- vii) Knowledge of and experience in working with HDM IV Road Management and Development model.
- viii) Have strong leadership capabilities and a demonstrated record of successful leadership of multi-disciplinary teams.
- ix) Excellent command of Microsoft Office tools such as Word, Excel, Access, and PowerPoint.

3.3 Transport Economist

The Transport Economist shall be a senior, suitably qualified and experienced professional specialized in transport economics to serve for the entire contract period of 36 months. For appointment to this position, the candidate must have the following minimum qualifications and skills:

- i) Must possess a master's degree in economics or equivalent from a university recognized in Kenya and a basic degree in economics or civil engineering.
- ii) A background in project management, monitoring and economic evaluation of transport projects.
- iii) Over ten (10) years demonstrated experience in the Roads Sub-Sector in Kenya or the Eastern Africa Region.
- iv) To be a member of a professional body.
- v) Knowledge and a demonstrated record of experience in economic analysis of large value roads/civil works contracts and the use of HDM IV Road Management and
- vi) Excellent command of Microsoft Office tools such as Word, Excel, Access, and PowerPoint.

3.4 Monitoring and Evaluation (M&E) Specialist / Statistician

The Monitoring and Evaluation (M&E) specialist shall be a senior, suitably qualified and experienced professional specialized in monitoring and evaluation to serve for the entire contract period of 36 months. For appointment to this position, the candidate must have the

following minimum qualifications and skills:

- i) Must possess master's degree in project management, transport economics, applied statistics, monitoring and evaluation, applied engineering or equivalent from a university recognized in Kenya.
- ii) A background in project management, performance monitoring, and developing monitoring and evaluation methodologies.
- iii) At least ten (10) years demonstrated experience in monitoring and evaluation.
- iv) Experience in designing and using data gathering tools/data analytics for transport sector performance monitoring in Kenya or Eastern Africa is an added advantage.
- v) Strong quantitative and qualitative data collection and analytical skills.
- vi) Excellent command of Microsoft Office tools such as Word, Excel, Access, and PowerPoint, and knowledge of data management and analysis software such as SAS, STATA, SPSS and NVivo.

NOTE

Testimonials in other languages other than English shall only be acceptable where translation is provided. Copies of testimonials for the key personnel **MUST** be certified as true copies of the originals on or after the date of tender advert and **MUST** be attached to the CV's. In addition, the CVs shall bear the **CURRENT** telephone and postal addresses and **MUST** be signed by the respective Personnel on or after the date of tender advert.

4.0 Reports and Time Schedule

4.1 Commencement

The Consultant shall commence the assignment within 7 (Seven) calendar days after order to commence is issued. The effective date shall be the date on which the consultancy agreement shall be signed.

4.2 Time Schedule

The effective date shall be the date on which the Consultancy agreement shall be signed by the Client. The Consultant shall commence the study within 7 (Seven) calendar days of the order to commence.

The following time schedule shall be observed in carrying out the following key deliverables:

Activity	Weeks Responsibility	
i) Effective Date of Contract	W +0	KeRRA
ii) Commencement of Services	W +0.2	Consultant
iii) Inception Report (Phase I)	W +4	Consultant
iv) Preliminary Report (Phase II)	W +10	Consultant
vi) Comments and Approval by KeRRA	W +12	KeRRA
vii) Draft Final Report	W +14	Consultant
xiii) Comments and Approval by KeRRA	W +16	KeRRA
ix) Final Report (socio-economic baseline studies)	W +18	Consultant

x) FY 2025/2026 M&E Report	15 th July 2026
xi) FY 2026/2027 M&E Report	15 th July 2027
xii) FY 2027/2028 M&E Report	15 th July 2028
xiii) FY 2027/2028 Impact/Post-Evaluation Report	15 th July 2028

N/B: - W =date of commencement

4.3 Reports

Inorder to achieve the objectives of the assignment, all the requisite data and information will be collected and documented for each road project. The report shall be in the English language and prepared on A4 metric size paper. The following Reports shall be prepared and submitted for comments or approval by the Client: -

a) Inception Report

This report will present all the required outputs under the Phase I, including a review of existing information, brief of the project, description of baseline information and project overview including summary of the initial perception or findings. The Consultant shall further give defined proposals covering the methodologies of the socioeconomic baseline study and the detailed work program of all major activities of the assignment – Original, 3 copies and a digital copy to Client.

b) Preliminary Report

Subject to the client's approval of the M&E framework, Impact Evaluation design and associated instruments reported in the inception report, the Consultant shall prepare and carry actual surveys under the Phase II. The preliminary report shall summarize the preliminary findings, analysis, results and recommendations - Original, 3 copies and a digital copy to Client.

c) Draft Final Report

This report shall summarize the findings, analysis, results and recommendations of the socioeconomic baseline study and shall contain all supporting material. The Report shall be presented to the Client for review, inputs and contributions - Original, 3 copies and a digital copy to Client.

d) Final Report

This report which will be concise and limited to significant findings will incorporate comments and revisions provided by the client following discussions and agreement between the Client and the Consultant. Comments shall be taken into account in the Final Report - Original, 5 copies and a digital copy to Client.

e) M&E Reports

The M&E reports will be submitted on every 15th Day of July commencing from 15th July 2026 consecutively up to 15th July 2028.

f) Impact/Post-Evaluation Report

The Impact/Post-Evaluation Report will be submitted on 15th July 2028

The main text shall focus on the main findings, conclusions and recommended actions supported by summaries of the data collected and citations for any references used in interpreting the data. Detailed data or information should be presented in appendices.

NOTE

In addition, and immediately after submission of key deliverables, the Consultant will be required to initiate and organize presentation meetings with the Proponent in order to present his findings and take into account any observations/comments/suggestions from the Client/Client's representatives.

4.4 Submission of Reports

The above reports shall be submitted to: -

Director (Research, Strategy & Compliance)
Kenya Rural Roads Authority
1st Floor, Barabara Plaza, Block B
P.O. Box 48151-00100
NAIROBI, KENYA

5.0 Ownership of Data and Third-Party Usage

The Consultant shall submit at the end of the study to the Kenya Rural Roads Authority all documents, working files, calculators and computers, data properly organized and filed that which has been produced during the survey.

6.0 Duration of the Assignment

The Assignment will take a total of three years or (36months) from the date of commencement of Consultancy Services.

7.0 Responsibility

It is the responsibility of the Consultant to plan the work schedule of his team members in a most efficient way to optimize output within the time frame for the assignment. The Consultant may wish to suggest mixes which may be justified to the TORs.

8.0 Administrative Arrangements

The Consultant shall perform all required tasks to carry out the assignment. He shall also conduct the assignment in close collaboration with Kenya Rural Roads Authority. However, the Consultant shall be solely responsible for the analysis and interpretation of the data; reports review etc for the purposes of this assignment and for the findings, conclusions and recommendations in the report.

The Consultant should allow for accommodation, transport, personal computers and office expenses for his personnel.

9.0 Conduct of the Consultant

- a) The Consultant will be expected to carry out the assignment in an open and transparent manner, with the highest degree of professionalism and integrity.
- b) The Consultant will not under any circumstance take any action or be seen to be taking any actions which may hinder or prevent the Kenya Rural Roads Authority from executing this or any other assignment included as part of the low volume sealed roads project preparatory activities.
- c) The Consultant will not under any circumstance take any material decision, discuss or reveal any information pertinent to this assignment or any other assignment/transaction conducted as part of the low volume sealed roads preparatory activities without the written permission authorized by Kenya Rural Roads Authority.

10.0 Modality of Payment of Fees

10.1 Payment of Fees

- 10.1.1 The Consultant's fee shall be fixed for all phases of the study covering all expenses and payment in foreign and local currencies.
- 10.1.2 The methods of payment of fees shall be as detailed in the proposed contract format attached to the letter of invitation for submission of proposals.

10.2 Payment Schedule

Tentative payments shall 12.5% on submission of each key deliverable and acceptance by the Client.

10.3 Reimbursable payment

To be billed and included in the next fee note with supporting documentary evidence/receipts that must be in original.

SECTION D: TECHNICAL PROPOSALS STANDARD FORMS

(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 hereby submit our Proposal, which includes a Technical Proposal and a Financial Proposal
sealed under separate envelopes.

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 currently contracted to carry out.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by the 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 (in Current KSH)	
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
Which Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which the Bidder either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by the Firm:
Name of Client:		Nº of Staff:
Address:		Nº of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current KSH):
Name of Associated Firm(s), if any:		Nº of Months of Professional Staff Provided by Associated Firm(s):
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**

Consultants' Name: _____

Name and Title of signatory: _____

(IV) POWER OF ATTORNEY

KNOW ALL MEN IT MAY CONCERN

That we, the undersigned hereby ordain and nominate,

1.....(*Name*)

2.....(*Name*)

Granting upon them by their free and single signature, the powers to represent the constituent Company.

To this effect the above named Attorneys are vested with full power to;-

- Submit and sign the RFP's and any acts relating thereto,
- Submit and sign the bid and any relevant documents,
- Discuss and modify the bid if necessary,
- Negotiate and sign the contract,
- Do, make, execute and perform any and all acts as necessary and useful to fulfil this Power of Attorney.

All the above to be regarded as ratified and valid.

Sealed with the Common Seal of (*Name of company*)

Name..... **Signature**.....

Position.....

Name..... **Signature**.....

Position.....

I, the undersigned, (*Name of Advocate*) P.O .Box.....
Commissioner of Oaths in do hereby certify the authenticity of the signatures of the
above persons in their capacities as Directors and Legal Representatives of
..... having its registered office in, Kenya.

Name.....

Signature.....

Qualification.....

Address.....

Date.....

(V) APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR):-

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

On the data, services and facilities to be provided by the Client indicated in the TOR:-

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

(VI) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Postal Address _____ Tel. No. _____ Email _____

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. Use up to half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Include certified copies of Testimonials. Use up to a quarter page.]

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 organization, title of positions held and location of assignments. For experience in *last ten years*, also give types of activities performed and Client references, where appropriate. Use up to three-quarters of a page.]

Languages:

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describe myself, my qualifications and my experience.

Name of Staff.....

.....
Signature of Staff Member

Date:

Name of authorized official.....

.....
Signature of authorized official

Date:

(VII) WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart)																		
			1	2	3	4	5	6	7	8	9	10	34	35	36	Number of Months
																					Subtotal (1)
																					Subtotal (2)
																					Subtotal (3)
																					Subtotal (4)

Full Time: _____

Reports Due: _____

Part Time: _____

Activities Duration: _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____

Designation _____

Address _____

(VIII) TEAM COMPOSITION AND THE TASK TO BE ASSIGNED TO EACH MEMBER

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

(IX) WORK PLAN/TIME SCHEDULE

1. Field Works																		
	Weekly Program from date of assignment (in the form of a Bar Chart)																	
Items of Work/Activities	1	2	3	4	5	6	7	8	9	10	34	35	36

2. Completion and Submission of Reports (as indicated under Appendix B enclosed with General Conditions of Contract)

Reports		Date
1.	Inception Report (Phase I)	
2.	Preliminary Report (Phase II)	
3.	Draft Final Socio-Economic Baseline Studies Report	
4.	Final Socio-Economic Baseline Studies Report	
5.	FY 2025/2026 M&E Report	
6.	FY 2026/2027 M&E Report	
7.	FY 2027/2028 M&E Report	
8.	FY 2027/2028 Impact/Post-Evaluation Report	

SECTION E: FINANCIAL PROPOSALS STANDARD FORMS

(I) **FINANCIAL PROPOSAL SUBMISSION FORMS**

To: _____ [Date]

[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 PRICE PROPOSAL

	Amount (Kshs)
Name of Activities	In Figures
Sub-total 1 - A	
Add 10% Contingency of Sub-total 1 - B	
Subtotal 2(A+B) - C	
Add 0.03% Public Procurement Capacity Building Levy of Sub-total 2 - D	
Subtotal 3 (C+D) - E	
Add 16% VAT of Sub-total 3 - F	
Grand Total: (E+F)	

Grand Total in Figures:

*Grand Total in Words:

NB: * **Grand Total in Words** is the total amount which governs the Tender Sum for the Assignment.

(III) BREAKDOWN OF PRICE PER ACTIVITY

For Activity N°: _____ Name: _____

Price Component	Amount
Remuneration for basic services (a)	
Out-of-pocket expenses/ Reimbursables (b)	
Computer software cost (c)	
Miscellaneous expenses (d)	
Sub-total 1: (a) + (b) + (c) + (d)	

(IV) CONSOLIDATED SUMMARY FOR REMUNERATION IN RESPECT OF BASIC SERVICES

For Activity Nº: _____ Name: _____

Name	Position	Staff-Weeks	Weekly Rate	Total Amount Expected to be Paid
Regular Staff				
i)				
ii)				
iii)				
Consultants				
Sub-total: (a)				

(V) OUT-OF-POCKET EXPENSES/REIMBURSABLES

For Activity N°: _____ Name: _____

S. N°	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Return flights between _____ and _____	Trip			
2.	Road Travel	Kms			
3.	Rail Travel	Kms			
4.	Subsistence allowance				
5.	*Client's Administrative Costs	Lump Sum	1	300,000.00	300,000.00
6.	**KeRRA Staff Training	Lump Sum			1,500,000.00
Sub-total: (b)					

*This amount covers the purchase of items like office furniture, office equipment, etc. which the Client may propose to purchase. However, the utilization of this reimbursable item shall be recommended by the Director (Research, Strategy & Compliance) for the approval by the Employer.

**This amount covers training of KeRRA staff whom the Client may propose to train. However, the utilization of this reimbursable item shall be recommended by the Director (Research, Strategy & Compliance) for the approval by the Employer.

(VI) COMPUTER SOFTWARE COSTS
(Inclusive of Licensing of Software)

For Activity N°: _____ Name: _____

S1 N°	Software	Amount
1.		
2.		
3.		
4.		
Sub-total: (c)		

(VII) MISCELLANEOUS EXPENSES

For Activity N°: _____ Name: _____

S. N°	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: Computers etc.				
Sub-total: (d)					

SECTION F: STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

PREFACE

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 CONSULTANCY SERVICES

Between

[Name of the Client]

AND

[Name of the Consultants]

Dated: _____

I. FORM OF CONTRACT

This AGREEMENT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Consultants”).

[Note 2: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

..... (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultants”).]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:

[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

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:-
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract;
and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the
- _____

Contract.

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

FOR AND ON BEHALF OF
[CLIENT]

(Full name of Client's authorised representative_____

(title) _____

(Signature)_____

Date_____

FOR AND ON BEHALF OF_____

[CONSULTANTS]

(Title)_____

(Signature) _____

(Date)_____

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Member]

By_____
Authorized Representative

[Member]

By_____
Authorized Representative

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya, as they may be issued and in force from time to time;
- b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “Foreign currency” means any currency other than the currency of the Kenya;
- e) “GC” means these General Conditions of Contract;
- f) “Government” means the Government of the of the Republic of Kenya;
- g) “Local currency” means the currency of the Kenya Shilling;
- h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all of these entities, and "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- i) "Party" means the Client or Consultants, as the case may be, and "Parties" means both of them “Personnel” means persons hired by the Consultant or any Sub-consultant as employees and assigned to the performance of the services or any part thereof;
- k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented; “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 the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized

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

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Law 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 Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

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

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of 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 fulfil 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 their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 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 Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1 and sixty (60) days’ in the case of the event referred to in (d):

- (a) if the Consultants does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgement 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 its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultants

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

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

2.6.3. 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 Consultants:

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

- a) during the term of this contract, any business or professional activities assigned to them under this Contract; or
- b) after the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Insurance to Be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

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

- a) entering into a subcontract for the performance of any part of the Services,

- b) appointing such members of the of the personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
- c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Annex B in the form, in the numbers, and within the periods set forth in the said Annex.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the he provides the Consultants such assistance and exemptions as specified in the SC.

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 Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be 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. (N/A)
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

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 submitted by either Party to the arbitration and final decisions of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General Conditions GC Number of GC

1.1 The Member in Charge for the Employer: **Director (Research, Strategy & Compliance)**

for the Consultant:

1.3 The language is English.

The addresses are:

For the Client:

Director General

Kenya Rural Roads Authority

4th Floor, Barabara Plaza, Block B

P.O. Box 48151 - 00100

NAIROBI

Email: - dg@kerra.go.ke

For the Consultants:

1.6 The Authorized Representatives are:

For the Client: *Director (Research, Strategy & Compliance)*

For the Consultants: _____

For the Consultants, the signatory should be the one appointed in writing by power of Attorney.

1.7 The Client warrants that the Consultants and their Personnel (as well as the Sub Consultants and their Personnel) shall not be exempted from any taxes, duties, fees, levies, and other impositions levied, under the Laws of Kenya, on the Consultants and the Personnel in respect of:-

- (b) any payments made to the Consultants, Sub Consultants, and the Personnel of either of them in connection with the carrying out of the Services;
- (c) any equipment, materials, and supplies brought into the Kenya by the Consultants or Sub Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (d) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

(e) any property brought into the Government's country by the Consultants, any Sub Consultants, and the Personnel of either of them for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country.

- 2.1 Contract shall come into effect as soon as it is signed by all parties.
- 2.2 The date for the commencement of Services is Seven (7) calendar days after order to Commence.
- 2.3 The period shall be **Thirty-six (36) consecutive months** after commencement or such other period as the parties may agree in writing.
- 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.
- 2.6.1 Termination of Contract shall be not less than two weeks for events specified in (a), (b) & (c) and three weeks for event specified in (d).
- 2.6.1 (a) If the Consultant does not remedy a failure within two weeks after being notified.
- 2.6.1 (c) If the Consultant is unable to perform for a period of not less than three weeks.

3.1 Notwithstanding Clause 3.1 of the GC:-

The Consultant shall be held responsible for the verification of all the data existing before the Contract and for the accuracy of the data up to the time of implementation e.g. survey data, traffic data, etc.

3.4 The risks and coverage shall be:-

- | | | | |
|-------|--|---|-------------------------------------|
| (i) | Third Party motor vehicle | - | Kshs 1,000,000.00. |
| (ii) | Third Party liability | - | Kshs 2,000,000.00. |
| (iii) | Employer's liability and workers' compensation | | Kshs 2,000,000.00. |
| (iv) | Professional liability: | - | Full amount of this contract |
| (v) | Loss or damage to equipment and property | | Kshs 2,000,000.00. |

The Consultant will be required to provide authentic documents prior to signing the contract within 14 (fourteen) days after notification of award.

- 3.7 "The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer."
- 4.1 **All the proposed/approved key staff MUST be present during presentation of the Socio-Economic Baseline Studies and Monitoring and Evaluation/ Impact/Post-Evaluation Reports to the Client.**

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

6.2 (b) The amount in local currency is (Insert Amount) Kshs

6.4 There is no provision for Advance Payment or Bank Guarantee for the same.

Payments shall be made according to the following schedule:-

15% on submission of the Inception Report and acceptance by the Client.

25% on submission and presentation of the Preliminary Socio-Economic Baseline Studies Report and acceptance by the Client.

40% on submission and presentation of the Draft Final Socio-Economic Baseline Studies Report and acceptance by the Client.

20% on submission of the Final Socio-Economic Baseline Studies Report and acceptance by the Client.

Payment in Kenya Shillings shall be made to the following account:

Account Number:_____

Account Name_____

Bank_____

Branch_____

Address_____

6.5 Payment shall be made within 90 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 120 days in the case of the final payment.

The interest rate is the prevailing Central Bank of Kenya average lending rate plus two percentage points, 28 days prior to date of submission of invoice.

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

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 <i>Technical proposal submission form</i> <i>Firm's References</i> <i>Financial proposal submission form</i>
APPENDIX J:	The Request for Proposals (to be inserted)
APPENDIX K:	Service Level Agreement between Kenya Rural Roads Authority and the Consultant (To be inserted as an Annex in the Contract Agreement)
APPENDIX L:	Location map (hereby attached).