

Invitation to Tender for Provision of Consultancy Services to Carry out Technical & Performance Audits of KeRRA Road Maintenance Levy Funded Programmes in for FYs 2021/2022 - 2023/2024

TENDER NUMBER KRB/175/2021-2022/PKGTA2

PRE-PROPOSAL CONFERENCE

Kenya Roads Board held a pre-proposal tender conference on Tuesday 25th January 2022 starting at 10:00am virtually on the above-mentioned tender. The Board informed all the participating firms that all questions raised during the pre-proposal conference and those submitted in writing would be responded to in writing and shared with all participants and also be uploaded in KRB website. For Fairness and transparency no information shall be provided to any firm that will give them competitive advantage over others.

The following are the Questions raised and Clarifications on them:

QUESTIONS AND CLARIFICATIONS

Question 1: Clarification on whether the Annual Practicing License and subscription for 2021 with EBK by Consulting Firms and Engineers are acceptable considering that the license for the current year 2022 takes a while to be issued by EBK.

Answer to Q1: The Annual Practicing License/ subscription for 2021 with EBK is acceptable with proof that the Firm or staff have met EBK requirements for 2022 license. Supporting documentation in form of receipts of payment for the Practicing License should be attached when submitting the proposal.

Question 2: Clarification was required on section 3.5 of the ToR on the requirement that "Any communication between the auditors shall be made through the Client?"

Answer to Q2: The Financial & Technical Audits will be undertaken through separate contracts, and capturing information in the APRP implementation matrix referred to in the section is a shared responsibility between the two contracts. There shall be need for sharing sampling of the projects audited between the Financial & Technical Audit for the two reports to communicate. Therefore, in order to minimize delays, it is clarified that the Financial and the Technical audit Consultants shall communicate directly to each other on request for any information by either party, with a copy to the client.

Clarification 3: Section 2(B) Data Sheet

Pages 26-30 of the RFP have been amended as below;

C. Submission, opening and Evaluation

Reference to ITC Clause	PARTICULARS TO APPENDIX TO INSTRUCTIONS TO TENDERS
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22.2 *The minimum technical score required to pass in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% will proceed for the next stage of financial evaluation while firms that score below 70% will be rejected at this stage and their financial proposals will be returned to them unopened after the end of the procurement process.*

The evaluation shall be carried out in accordance with the Public Procurement and Assets Disposal Act, 2015 and Regulations of 2020.

The criteria, sub-criteria and point system for evaluation of technical proposal is as below:

The broad evaluation criteria for the Technical Proposal will be as below.

Item	Description	Marks%
1	The Firm's general and specific experience, as a Firm, relevant to the assignment	15
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	35
3	Key Experts' qualifications and competence for the Assignment	45
4	Transfer of skills and knowledge (relevance of approach and methodology)	5
	TOTAL	100%

Detailed Technical Evaluation Criteria

Bidders shall be required to provide the following information, and the evaluation will be on points scored:

Criterion 1: General and Specific Experience of the Consultant, as a Firm, relevant to the assignment (15 marks)

1.1 Firm's Establishment (5marks)

(In case of a joint venture/association each firm must submit the information)

The firm's establishment shall be assessed including its age, resources and other facilities owned or available to the firms for field and office use during the performance of the assignment as enumerated below;

- Age of the firm (reference to the registration under the relevant law - (1 mark),
- Office equipment (communication gadgets, computers, scanners, printers and cameras) - (1 mark),
- Field equipment which shall include equipment for material testing, surveying and road condition surveys - (1 mark),
- Staff establishment which shall include professional and support staff of the Firm (1 mark) and
- Transport (owned or hired) (1 mark).

1.2 Firm's Turnover (2marks)

Firm's Turnover / Audited Accounts for the last two years. In case of a joint venture/association each firm must submit the information. The sub-criterion shall be scored as follows;

- Firms' turnover above Kshs 50 million per year - 2 marks,
- Firms' turnover between 40 million - 50 million per year - 1.5 marks,
- Firms' turnover between 30 - 40 million per year - 1 mark
- Firms' turnover between 20 - 30 million per year - 0.5 marks, and
- Firms turnover below 20 million per year - zero marks.

1.3 Firm's References (7 marks)

(In case of a joint venture/association the information should be harmonized and provided jointly)

- i. List Ten (10) previous similar assignments successfully completed in the last fifteen (15) years in the format provided in **Form Tech-2**. The bidders should provide a

listing of all projects undertaken in technical audits, highway engineering (pre-tender and procurement services, contract management and supervision, feasibility studies and geometric designs) materials engineering (pavement evaluation, design and quality control services), bridges and structures. Other relevant experience includes environmental audits, alternative dispute resolution and road safety audits. **The listing and presentation of the projects should be ranked in order of their suitability and relevance for this assignment as only the first 10 projects will be evaluated.** Provide reference documents of clients where the firm has provided the consultancy services in form of recommendation letters, performance / completion certificate, etc. **(Total 7 marks).**

1.4 Proposal Presentation (1mark)

The firm's proposal document shall be assessed for neatness, compliance with proposed format, presentation and readability.

Criterion 2: Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (ToR) (35 marks)

The 35 marks shall be assigned as follows: -

- a) Technical Approach and Methodology - 25 marks.
- b) Work Plan - 5 marks.
- c) Organization and Staffing - 5 marks.

2.1 Technical Approach and Methodology: Max. 25 marks

i. Consultant's Understanding of TOR - Max. 2 marks

- Consultant's comments, suggestions and areas of improvement of the TOR **(1 mark)**.
- Comments on facilities to be provided by the Client such as administrative support, data, background reports, etc. **(1 mark)**.

ii. Consultant's understanding of how the Road Agency delivers road maintenance programmes (2 marks)

iii. Consultants Appreciation of the Purpose and Overall Scope of the Assignment: Max. 7 marks

- Consultant's understanding of the objectives of the Assignment **(1 mark)**

- Consultant's Proposal for basis and format of sampling to meet the criteria in the ToR **(1 mark)**
- Review and follow up of existing audit issues. **(1 mark)**
- Conducting of the interim and annual audits for FYs 2021/2022, 2022/2023 and 2023/2024. **(3 marks)**
- Conducting of the Special/ Adhoc audits **(1 mark)**

iv. **Approach and Methodology of the Work to be Carried out in the Assignment: Max. 14 Points**

- Consultant's proposal on initial desk reviews, structure, content, preparation and submission of Inception Report in the early stage of the engagement **(1 point)**.
- Consultant's proposal for composition / formation of teams for the assignment including coordination of logistics **(2 marks)**
- Consultants understanding of work planning & prioritization within constrained budgets, project scoping & estimates, contract management (delivery of projects within time and costs), payments, project completion / closure etc. **(5 marks)**
- Consultant's proposal for confirmatory tests of works including quantification of poor-quality works and assigning responsibilities and proposed remedial measures on the defects **(3 marks)**
- Consultant's methodology for carrying out the performance of completed works including rating of the condition of the works and making comparison with condition prior to maintenance thereof **(2 marks)**
- Project deliverables and outputs for the assignment (Audit reports, management letters, confirmatory tests, etc.) **(1 mark)**

2.2 Consultant's Proposed Work Plan and schedule of activities: Max. 5 Marks

The Consultants submissions, charts, works programmes and write ups are in tandem with the Client expectations in the format provided in **Form Tech-5**.

2.3 Organizational and Staffing for the Assignment: Max. 5 marks

The firm or Joint Venture should provide and describe the structure and composition of its team for the assignment in the format provided in **Form Tech- 6A**.

[Note to Consultants: Kenya Roads Board will assess whether the proposed methodology is clear, responds to the ToRs, work plan is realistic and implementable: overall team composition is balanced and has an appropriate skill mix; and the work plan has the right experts]

Criterion 3 Key Experts' qualifications and competence for the Assignment (45 marks)

{Notes to Consultants: Each position number corresponds to the same for Key experts in Form Tech – 6A to be prepared by the Consultant}.

Bidders **SHALL** provide C.V. s for key staff in the format provided in **Form-Tech 6B**. This will determine the human resources capacity that has been proposed to enable the Firm or Joint Venture personnel to undertake the assignment to the satisfaction of the Board.

The forty-five (45) marks shall be distributed amongst the Key Experts proposed for the assignment as follows: -

Key Staff Designation	Number of Staff	Marks
Project Director	1	3
Team Leader	1	3
Highway Engineers	17	34
Material Technologist/Technician	8	5
	TOTAL	45

The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights: -

1. Academic and Professional qualifications: *(Weight is 25%)*.
 2. Adequacy for the assignment (General and Specific Experience for the assignment or similar assignments: *(Weight is 70%)*).
 3. Experience in the Eastern Africa Region *(Weight is 5%)*.
- Total Weight: 100%.**

	<p>Criterion 4 Transfer of skills and knowledge (relevance of approach and methodology) - 5 marks</p> <p>The criterion shall be assessed and scored as below;</p> <ul style="list-style-type: none"> • Consultant’s approach for identification of the training needs / capacity gaps - 3 marks and <p>Consultant’s proposal for provision of resources to carry out the training - 2 marks</p>
23.4	There will be NO online option for the opening of the Financial Proposal
24.1 & 24.3	All the items in the Financial Proposal - FORM FIN-2, FORM FIN-3 (Table 3.1, Table 3.2, Table 3.3, Table 3.4) and FORM FIN-4 MUST be priced. During evaluation, the financial proposals shall be subjected to Section 79 of the Public Procurement & Asset Disposal Act, 2015 and Regulation 74 (1h), 74 (2) and 75
25.2	Taxes: The Consultant shall pay all applicable taxes in accordance with the laws of Kenya. The Client shall deduct withholding tax as per the current Government of Kenya regulations.
26.1	All Consultant’s quoted rates and amounts shall be in Kenya Shillings.
29.1 (a)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formulae for determining the Financial Scores (Sf) of all other Proposals shall be calculated as follows: -</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.70</p> <p>P = 0.30</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score shall be invited for negotiations.</p>
30.1	A bidder SHALL ONLY be awarded ONE (1) Package among the four Road Agencies (KeNHA, KWS, KeRRA & KURA).
31.1	The Standstill period shall be 14 days

32.1	<p>Contract Negotiations shall be held in the Physical Address provided below:-</p> <p>Kenya Roads Board Offices, 3rd Floor, Kenya Re Towers, Off Ragati Road, Upper Hill Area. P. O. Box 73718 - 00200, Nairobi, Tel: +254 - 020 - 2722865/6/8, +2544980000 Email: dorwenyo@krb.go.ke OR info@krb.go.ke.</p>
35.2	<p>The Consultant shall be expected to commence the assignment within 14 days after issuance of commencement letter.</p>

Clarification 4: SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

All the Financial Standard Forms from Pages 56 - 62 are replaced with the attached forms.

FORM FIN-2: SUMMARY OF COSTS

Item	Description of Item	{Consultant must state the proposed costs in accordance with ITC 16.4 of the Data sheet}
		Amount (KShs.)
A	AUDIT FEES (Table 3.1)	
B	AUXILIARY COSTS AND REIMBURSABLES	
	Accommodation and Subsistence (Table 3.2)	
	Transport Costs (Table 3.3)	
	Confirmatory Material Tests Expenses (Table 3.4)	
	Miscellaneous Expenses (FORM FIN-4)	
TOTAL AUXILIARY COSTS&REIMBURSABLES		
C	SUB TOTAL AMOUNT (Audit Fees + Total Auxiliary Costs and Reimbursables)	
D	Contingencies: 5% of C	
E	VAT: 16% of (C+D)	
F	TOTAL AMOUNT OF FINANCIAL PROPOSAL (C+D+E), to be transferred to FIN-1	

Note:

Total Cost of the Financial Proposal should match the amount in Form F1N-1.

FORM FIN-3: BREAKDOWN OF REMUNERATION

Table 3.1 Audit fees

No.	Position (as in FORM TECH-6)	Name	Time Inputs in Man-days (from TECH-6)		Rate (KShs.)	Amounts (KShs.)			
			Interim Audit	Annual Audit		Interim Audit	Annual Audit	Cumulative Per Year	Cumulative for 3 Years
			A	B		C	D=AC	E=BC	F=D+E
Head Office Staff									
1	Project Director								
2	Team Leader								
		Sub-Total (1)							
Audit Field Staff									
Team 1 (KeRRA Hqs)									
3	Highways Engineer 1								
Team 2 (KeRRA Regions in Coast)									
4	Highways Engineer 2								
5	Highways Engineer 3								
Team 3 (KeRRA Regions in Central)									
6	Highways Engineer 4								
7	Highways Engineer 5								
Team 4 (KeRRA Regions in Lower Eastern & North Eastern)									
8	Highways Engineer 6								
9	Highways Engineer 7								
Team 5 (KeRRA Regions in Upper Eastern)									
10	Highways Engineer 8								
11	Highways Engineer 9								
Team 6 (KeRRA Regions in Nyanza)									
12	Highways Engineer 10								
13	Highways Engineer 11								
Team 7 (KeRRA Regions in South Rift)									
14	Highways Engineer 12								
15	Highways Engineer 13								
Team 8 (KeRRA Regions in North Rift)									

No.	Position (as in FORM TECH-6)	Name	Time Inputs in Man-days (from TECH-6)		Rate (KShs.)	Amounts (KShs.)			
			Interim Audit	Annual Audit		Interim Audit	Annual Audit	Cumulative Per Year	Cumulative for 3 Years
			A	B		C	D=AC	E=BC	F=D+E
16	Highways Engineer 14								
17	Highways Engineer 15								
	Team 9 (KeRRA Regions in Western)								
18	Highways Engineer 16								
19	Highways Engineer 17								
20	Materials Technologist/Technician 1 - Team 2								
21	Materials Technologist/Technician 2 - Team 3								
22	Materials Technologist/Technician 3 - Team 4								
23	Materials Technologist/Technician 4 - Team 5								
24	Materials Technologist/Technician 5 - Team 6								
25	Materials Technologist/Technician 6 - Team 7								
26	Materials Technologist/Technician 7 - Team 8								
27	Materials Technologist/Technician 8 - Team 9								
		Sub-Totals (2)							
TOTALS CARRIED TO SUMMARY (Sum of Sub-Totals 1 & 2)									

Table 3.2 Reimbursable for Accommodation and Subsistence Expenses

No.	Position (as in FORM TECH-6)	Name	Time Inputs in Man-days (from TECH-6)		Rate (KShs.)	Amounts (KShs.)			
			Interim Audit	Annual Audit		Interim Audit	Annual Audit	Cumulative Per Year	Cumulative for 3 Years
			A	B		C	D=AC	E=BC	F=D+E
	Head Office Staff								
1	Project Director								
2	Team Leader								
		Sub-Total (1)							

No.	Position (as in FORM TECH-6)	Name	Time Inputs in Man-days (from TECH-6)		Rate (KShs.)	Amounts (KShs.)			
			Interim Audit	Annual Audit		Interim Audit	Annual Audit	Cumulative Per Year	Cumulative for 3 Years
			A	B		C	D=AC	E=BC	F=D+E
	Audit Field Staff								
3	Highways Engineer 1								
4	Highways Engineer 2								
5	Highways Engineer 3								
6	Highways Engineer 4								
7	Highways Engineer 5								
8	Highways Engineer 6								
9	Highways Engineer 7								
10	Highways Engineer 8								
11	Highways Engineer 9								
12	Highways Engineer 10								
13	Highways Engineer 11								
14	Highways Engineer 12								
15	Highways Engineer 13								
16	Highways Engineer 14								
17	Highways Engineer 15								
18	Highways Engineer 16								
19	Highways Engineer 17								
20	Materials Technologist/Technician 1								
21	Materials Technologist/Technician 2								
22	Materials Technologist/Technician 3								
23	Materials Technologist/Technician 4								
24	Materials Technologist/Technician 5								
25	Materials Technologist/Technician 6								
26	Materials Technologist/Technician 7								
27	Materials Technologist/Technician 8								
		Sub-Total (2)							
TOTALS CARRIED TO SUMMARY (Sum of Sub-Totals 1 & 2)									

Table 3.3 Transport Expenses

No.	Item Description	Unit	Quantity	Rate (KShs.)	Amount (KShs.)
	Transport		A	B	C=AB
1	Transport (mileage) for Audits during FY 2021/22 (26,270 km. each interim / Annual)	Km	52,540		
2	Transport (mileage) for Audits during FY 2022/23 (26,270 km. each interim / Annual)	Km	52,540		
3	Transport (mileage) for audits during FY 2023/24 (26,270 km. each interim / Annual)	Km	52,540		
	Sub-Totals (1)	Km	157,620		
4	Consultants Air Travel in region inclusive of all associated costs eg. Airport tax, parking fees, taxi fare etc. (limited to Ksh. 100,000 per audit cycle [interim and Annual])	PC Sum			600,000
5	Provide 2No. new Utility Passenger 4WD vehicles of engine capacity 2,400 - 3,000 cc or equivalent for the exclusive use of the Project Manager throughout the term of the consultancy contract. The vehicles shall revert to the Client (KRB) at the end of the contract.	No	2		
6	Fuel and maintain with a driver the Project Vehicles provided in item (5) above (limited to 15,000 Km per half year [6 months] audit cycle i.e. average 2,500 Km per month)	Veh Months	72		
	Sub-Totals (2)				
TOTALS CARRIED TO SUMMARY (Sub-Totals 1&2)					

Table 3.4 Confirmatory Material Tests Expenses

No	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	Confirmatory Tests		A	B	C=AB
	Confirmatory Tests for Gravel Works:				
1	Moisture/density (compaction test) BS or MOD. AASHTO T180 (16 and or 17 No. per year)	No.	50		
2	Grading/Sieve analysis (75 Microns) (50 No. per year)	No.	150		
3	CBR statically compacted to 100% MDD, OMC at 4-day soak (50 No. per year)	No.	150		
4	Atterberg's Limits (50 No. per year)	No.	150		
5	CBR for stabilized samples (30 No. per year)	No.	90		
6	Sand replacement tests (30 No. per year)	No.	90		
	Confirmatory Tests for Surface Dressing Works:				
7	Spread and spray rate measurement per test (30 No. per year)	No.	90		
8	Aggregates testing to report on ACV, FI, LAA, SSS (30 No. per year)	No.	90		
	Confirmatory Tests for Bituminous works:				
9	Core cutting per core (20 No. per year)	No.	60		
10	Core analysis including binder recovery and testing (20 No. per year)	No.	60		
	Confirmatory tests for concrete works:				
11	Non-destructive structural tests (Schmidt Hammer) (20 No. per year)	No.	60		
12	Cube Crushing (10 No. per year)	No.	30		
	TOTALS CARRIED TO SUMMARY				

NB: Payment **SHALL only be made** for complete material tests carried out and accompanied with support documentation i.e. materials test results, inferences to the results and receipts.

FORM FIN-4 Miscellaneous Expenses

Item	Description	Unit	Quantity	Rate (KShs.)	Amount (KShs.)
			A	B	C=AB
1	Communication costs (Telephone, Telegram, Fax, E-mail, courier etc)- [Ksh. 30,000 per audit cycle]	L.S.	6	30,000	180,000
2(a)	Production of main reports - FY 2021/22 - [Interim Audit but - Not Chargeable]	N/A			
	Production of copies of main reports - FY 2021/22- [Interim Audit]	No.	1		
	Copies of Soft Copies on CD - FY 2021/22 - [Interim Audit]	No.	2		
2(b)	Production of main reports - FY 2021/22 - [Annual Audit but - Not Chargeable]	N/A			
	Production of copies of main reports - FY 2021/22- [Annual Audit]	No.	1		
	Copies of Soft Copies on CD - FY 2021/22 - [Annual Audit]	No.	2		
3(a)	Production of main reports - FY 2022/23 - [Interim Audit but - Not Chargeable]	N/A			
	Production of copies of main reports - FY 2022/23 - [Interim Audit]	No.	1		
	Production of copies of main reports - FY 2022/23 - [Interim Audit]	No.	2		
3(b)	Production of main reports - FY 2022/23 - [Annual Audit but - Not Chargeable]	N/A			
	Production of copies of main reports - FY 2022/23 - [Annual Audit]	No.	1		
	Copies of Soft Copies on CD - FY 2022/23 - [Annual Audit]	No.	2		
4(a)	Production of main reports - FY 2023/24 - [Interim Audit but - Not Chargeable]	N/A			
	Production of copies of main reports FY 2023/24 - [Interim Audit]	No.	1		
	Copies of Soft Copies on CD - FY 2023/24 - [Interim Audit]	No.	2		
4(b)	Production of main reports - FY 2023/24 - [Annual Audit but - Not Chargeable]	N/A			
	Production of copies of main reports FY 2023/24 - [Annual Audit]	No.	1		
	Copies of Soft Copies on CD - FY 2023/24 - [Annual Audit]	No.	2		
		Sub Total (1)			
5 (a)	Subsistence allowance for the two Project Manager's Driver on field trips. (Limited to Ksh. 100,000 per driver per audit cycle [interim and Annual])	PC Sum			1,200,000

5(b)	E.O. item 5 (a) as a percentage for O/H and profit	%	
6(a)	Security to be reimbursed against receipts. (Limited to Ksh. 400,000 per audit cycle [interim and Annual])	PC Sum	2,400,000
6(b)	E.O. item as a percentage for O/H and profit	%	
	Sub Total (2)		
	TOTALS CARRIED TO SUMMARY (Sub Total 1&2)		

NOTE:

N/A the Consultant shall not charge for the production of Main Audit Reports.