



Kenya National Highways Authority

Quality Highways, Better Connections



**THE MULTINATIONAL BAGAMOYO - TANGA – HOROHORO/ LUNGA
LUNGA - MALINDI ROAD**

TENDER NO: KeNHA/2891/2025

REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICE FOR REVIEW OF
THE FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT
ASSESSMENT, RESETTLEMENT ACTION PLAN AND DETAILED
ENGINEERING DESIGN
OF**

KILIFI - MALINDI (A7) ROAD INCLUDING MALINDI BYPASS

AND

MOMBASA (LIKONI) -LUNGA LUNGA(A7) ROAD

NOVEMBER, 2025

**DIRECTOR (HIGHWAY DESIGN AND SAFETY)
KENYA NATIONAL HIGHWAYS AUTHORITY
P.O. BOX 49712-00100
NAIROBI**

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS AUTHORITY
P.O. BOX 49712-00100
NAIROBI**

Preface

This Request for Proposals (“RFP”) has been prepared by Kenya National Highways Authority and is based on the Standard Request for Proposals (“SRFP”) issued by the African Development Bank (“the Bank”), dated August, 2020.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

Request for Proposals Consulting Services

Procurement of:

Consultancy Service for Review of the Feasibility Study, Environmental and Social Impact Assessment, Resettlement Action Plan and Detailed Engineering Design of Kilifi - Malindi (A7) Road including Malindi Bypass and Mombasa (Likoni) -Lunga Lunga (A7) Road

RFP No: KeNHA/2891/2025

Consulting Services for: Consultancy Service for Review of the Feasibility Study, Environmental and Social Impact Assessment, Resettlement Action Plan and Detailed Engineering Design of Kilifi - Malindi (A7) Road including Malindi Bypass and Mombasa (Likoni) -Lunga Lunga (A7) Road

Client: Kenya National Highways Authority

Country: Kenya

Issued on: 17th November, 2025

Table of Contents

Part I.....	1
Section 1. Request for Proposal Letter	1
Section 2. Instructions to Consultants and Data Sheet	7
A. General Provisions	7
1. Definitions.....	7
2. Introduction.....	8
3. Conflict of Interest	8
4. Unfair Competitive Advantage	9
5. Fraud and Corruption.....	9
6. Eligibility	10
B. Preparation of Proposals.....	11
7. General Considerations	11
8. Cost of Preparation of Proposal	11
9. Language.....	11
10. Documents Comprising the Proposal.....	11
11. Only One Proposal	12
12. Proposal Validity	12
13. Clarification and Amendment of RFP	13
14. Preparation of Proposals Specific Considerations	13
15. Technical Proposal Format and Content.....	14
16. Financial Proposal.....	14
C. Submission, Opening and Evaluation	15
17. Submission, Sealing, and Marking of Proposals	15
18. Confidentiality	16
19. Opening of Technical Proposals	16
20. Proposals Evaluation.....	16
21. Evaluation of Technical Proposals.....	17
22. Financial Proposals for QBS.....	17
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	17
24. Correction of Errors	18
25. Taxes	19
26. Conversion to Single Currency	19
27. Combined Quality and Cost Evaluation	19
D. Negotiations and Award.....	19
28. Negotiations	19
29. Conclusion of Negotiations.....	20
30. Standstill Period	20
31. Notification of Intention to Award	20

32. Notification of Award	21
33. Debriefing by the Client.....	22
34. Signing of Contract	22
35. Procurement Related Complaint	22
Section 2. Instructions to Consultants.....	23
Section 3. Technical Proposal – Standard Forms	37
Section 4. Financial Proposal - Standard Forms	51
Section 5. Eligible Countries	63
Section 6. Fraud and Corruption	65
Section 7: Terms of Reference	69
1. STUDY BACKGROUND	69
1.1 General.....	69
1.2 Selection Criteria.....	69
2. OBJECTIVES	71
2.1 Project objectives	71
3. SCOPE OF SERVICES	72
3.1 General.....	72
3.2 Description.....	72
4. DETAILED SCOPE OF WORK	74
4.1 General.....	74
4.2 Stage 1: Preliminary Design Review	75
4.3 Stage 2: Detailed Engineering Design Review	89
5 CONDUCT OF WORK.....	110
5.1 Transer of Knowledge (Training)	110
5.2 Improvement of Terms of Reference	110
6 REPORT AND TIME SCHEDULE.....	111
6.1 Commencement	111
6.2 Reports	111
6.3 Time Schedule	114
6.4 Submission of Reports	115
7 OBLIGATION OF KENYA NATIONAL HIGHWAYS AUTHORITY	115
7.1 Documents and Reports	115
7.2 Liaison.....	115
7.3 Taxes and Duties.....	115
PART II.....	123
Section 8. Conditions of Contract and Contract Forms	123
Preface.....	126
I. Form of Contract.....	129
II. General Conditions of Contract.....	131
A. GENERAL PROVISIONS.....	131

1. Definitions.....	131
2. Relationship between the Parties	132
3. Law Governing Contract.....	132
4. Language	132
5. Headings.....	132
6. Communications	132
7. Location.....	133
8. Authority of Member in Charge.....	133
9. Authorized Representatives	133
10. Fraud and Corruption; and Eligibility	133
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT..	134
11. Effectiveness of Contract	134
12. Termination of Contract for Failure to Become Effective	134
13. Commencement of Services.....	134
14. Expiration of Contract.....	134
15. Entire Agreement	134
16. Modifications or Variations	134
17. Force Majeure	134
18. Suspension	136
19. Termination	136
C. OBLIGATIONS OF THE CONSULTANT	138
20. General	138
21. Conflict of Interest	139
22. Confidentiality	140
23. Liability of the Consultant	140
24. Insurance to be taken out by the Consultant	140
25. Accounting, Inspection and Auditing	140
26. Reporting Obligations	140
27. Proprietary Rights of the Client in Reports and Records.....	140
28. Equipment, Vehicles and Materials	141
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	141
29. Description of Key Experts	141
30. Replacement of Key Experts.....	141
31. Removal of Experts or Sub-consultants	142
E. OBLIGATIONS OF THE CLIENT	142
32. Assistance and Exemptions.....	142
33. Access to Project Site.....	143
34. Change in the Applicable Law Related to Taxes and Duties	143
35. Services, Facilities and Property of the Client	143
36. Counterpart Personnel.....	143
37. Payment Obligation.....	143
F. PAYMENTS TO THE CONSULTANT	144
38. Contract Price.....	144
39. Taxes and Duties	144
40. Currency of Payment.....	144
41. Mode of Billing and Payment	144
42. Interest on Delayed Payments.....	145
G. FAIRNESS AND GOOD FAITH.....	145

43. Good Faith.....	145
H. SETTLEMENT OF DISPUTES	145
44. Amicable Settlement	145
45. Dispute Resolution.....	145
III. Special Conditions of Contract	151
IV. Appendices	161
Appendix A – Terms of Reference	161
Appendix B - Key Experts.....	161
Appendix C – Breakdown of Contract Price	161
Appendix D - Form of Advance Payments Guarantee	164
Part III.....	166
Section 9. Notification of Intention to Award and Beneficial Ownership Forms	166
Notification of Intention to Award	167
Beneficial Ownership Disclosure Form.....	173

Part I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Consultancy Service for Review of the Feasibility Study, Environmental and Social Impact Assessment, Resettlement Action Plan and Detailed Engineering Design of Kilifi-Malindi Including Malindi Bypass and Mombasa (Likoni) -Lunga Lunga

RFP Reference No.: KeNHA/2891/2025

Loan No./Credit No./ Grant No.: 2100150042250

Country: Kenya

Date: 17th November, 2025

Dear Mr. /Ms.:

**M/s Timcon Associates Inc in Joint venture with
M/s CAS Consultants & in association with
M/s Africa Waste and Environment Management Centre (AWEMAC) and
M/s Apex Systems Consulting Group Limited**

100 Consilium Place Suite 200,

Toronto ON.,M1H 3E3

Tel: 647-714-8403/+254 020 4445265

Email: www.timcon-eng.com, casconsult@africaonline.ke

CANADA

M/s GOPA Infra GmbH in Joint Venture with M/s CAPE Consult Ltd

Hindenburing 18, 61348 ad Homburg,

Tel: +49 6172 6817-0

Email: info@gopa-infra.de

GERMANY

M/s PADECO Co. Ltd in Joint Venture with

M/s Kyong Dong Engineering Co. Ltd & in Association with M/s KIRI Consult Ltd

Shin-Onarimon Bldg 6-17-19 Shinbashi, Minato-ku Tokyo 105-0004

Tel: +81-3-5733-0855

Email: ysoma@padeco.co.jp/ chiny8587@gmail.com/ info@kiriconsult.co.ke

JAPAN

M/s Zutari (PTY) Limited in Association with

M/s Project Planning and Management Limited (PPM) and

M/s Max & Partners Limited

Riverwalk Office Park, 41 Matroosberg Road Ashlea Gardens x6 Pretoria

Tel: +27124272000/ +2540202343540/1

Email: tenders@zutari.com/ ppm@ppm.bg.dst@ppm/ info@max.co.ke

SOUTH AFRICA

**M/s Politecnica Ingegneria ed Architettura – societia cooperativa in JV with
M/s International Development Consultants (IDC)**

220, G. Galilei Street – 41126 Modena

Tel: +39059356527/ +256414236648

Email: international@poletecnica.it/ admin@idc.org.ug

ITALY

**M/s Botek Bosphorus Technica Corp in association with M/s AMA Consulting Engineers
Ltd**

Botek is Merkezi, Fulya Mah., Prof. Dr, Bulent Tarkan Sok No.1034394

Gayrettepe, Instabul

Tel: +27 11 2330000

Email: botek@botekcorp.com, www.letsema.co.ke

TURKEY

1. The Government of Kenya (hereafter called “Borrower”) has received financing from the African Development Fund hereinafter called "the Bank" in form of a loan towards the cost of the **“The Multinational Bagamoyo - Horohoro/Lungalunga - Malindi Road Project: Mombasa - Mtwapa - Kilifi (A7) Road Section”**. The Kenyan National Highways Authority (KeNHA), an implementing agency of the Client, intends to apply a portion of the proceeds of this Loan to eligible payments under the contract for which this Request for Proposal is issued. Payments by the Bank will be made only at the request of the Kenya National Highways Authority and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **“Consultancy Service for Review of the Feasibility Study, Environmental and Social Impact Assessment, Resettlement Action Plan and Detailed Engineering Design of Kilifi - Malindi Including Malindi Bypass and Mombasa (Likoni) -Lunga Lunga”**. More details on the Services are provided in the attached Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

No.	Name of Firm	Country
1.	M/s Zutari (PTY) Limited in Association with M/s Project Planning and Management Limited (PPM) and M/s Max & Partners Limited	South Africa
2.	M/s TIMCON Associates Inc. in JV with M/s CAS Consultants & in Association with M/s Africa Waste Management and Environment Management Centre (AWEMAC) and M/s Apex Systems Consulting Group Limited	Canada
3.	BOTEK Bosphorus Technical Corp. in Association with AMA Consulting Engineers Ltd	Turkey

4.	M/s PADECO Co. Ltd in JV with M/s Kyong Dong Engineering Co. Ltd & in Association with M/s KIRI Consult Ltd	Japan
5.	M/s Politecnica Ingegneria ed Architettura – societia cooperativa in JV with M/s International Development Consultants (IDC)	Italy
6.	M/s GOPA Infra GmBh, Bad Humburg, in JV with M/s CAPE Consult Ltd	Germany

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under *Quality and Cost Based Selection Method* and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "[Procurement Framework](#) for Borrowers" *October, 2015* ("Procurement Framework"), which can be found at the following website: www.afdb.org. The RFP includes the following documents:

Section 1 – Request for Proposals Letter
 Section 2 - Instructions to Consultants and Data Sheet
 Section 3 - Technical Proposal (FTP) - Standard Forms
 Section 4 - Financial Proposal - Standard Forms
 Section 5 – Eligible Countries
 Section 6 – Fraud and Corruption
 Section 7 - Terms of Reference
 Section 8 - Standard Forms of Contract (Lump-Sum)
 Section 9 – Notification of Intention to Award and Beneficial Ownership Forms

Please inform us by 21st November, 2025 in writing at the following address

*Deputy Director, Supply Chain Management
 Kenya National Highways Authority,
 Barabara Plaza, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters)
 P. O. Box 49712 - 00100,
 NAIROBI, KENYA*

or by E-mail: procurement@kenha.co.ke

- a) that you have received this Request for Proposals;
- b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s): Instructions to Consultants (ITC), Data Sheet 14.1.1);
- c) except where Consultant shortlisted has obtained Client's permission for any change in composition of the Consultant prior to the deadline for submission of proposals, any proposal received from a Consultant with a different composition other than that shortlisted under paragraph 3 shall be rejected. This rule is applicable for any change effected by addition into or removal from the Consultant shortlisted (e.g. a JV member or a sub-consultant) as well as changes resulting from their liability or responsibilities e.g. from joint venture proposed previously requesting to change to sub-consultancy

- and vice-versa among firms named within such shortlisted Consultant. As such, any request for change must be made in time as per paragraph (d) below; and
- d) pursuant to 6 (b) and (c) above, all requests for permission must be received by the Client not later than **14** days from the date of issue of this Request for Proposal letter. The Client shall consider all relevant implications of any changes which have been requested before granting or refusing the permission which will be promptly notified to the Consultant. For any changes in composition within the shortlisted Consultant, the Consultant should note that it risks being declared unqualified for the shortlist which may result in its removal from the shortlist if in the opinion of the Client, which will be final, that it would adversely affect economy, efficiency and competition, and/or the Consultant's qualification.
6. Attention is drawn to the Procurement Framework requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.
7. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Deputy Director, Supply Chain Management
Kenya National Highways Authority,
Barabara Plaza, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters)
P. O. Box 49712 - 00100,
NAIROBI, KENYA

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the specific financing institution named in the Data Sheet
- (d) “Borrower” means the Government, Government agency or other entity that signs the *[loan/ financing/ grant]* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Client’s country.
- (l) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) “Joint Venture (hereinafter called JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract unless otherwise specified elsewhere in the Instructions to Consultants. If an exception to joint and several liability is allowed for a contract, the exception shall apply throughout including during the implementation of the contract and shall be deemed to be applicable wherever joint and several liability requirements has been specified even if the exception has not been repeated or highlighted therein.

- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. Any specific requirements regarding “Key Experts” as applicable to this contract are specified in the Data Sheet.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SBD – RFP.
- (s) “SBD – RFP” means the Standard Bidding Document – Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and Sexual Harassment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Integrity Framework comprising the African Development Bank Group's Sanctions Procedures, the Bank's Whistleblowing and Complaints Policy, the Bank's Procurement Policy under the Procurement

Framework and any other applicable Policies and Procedures including their updates in regard to corrupt and fraudulent practices, as set forth in Section 6.

- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

- 6.1 The Bank requires that all parties constituting the Consultant including any individuals and firms, subcontractors (subconsultants) or suppliers, joint ventures, consortiums, or association (JV), and their individual members for the purpose of any part of the Contract, have the nationality of an eligible country of the Bank in accordance with the Bank's Procurement Policy for the Bank Group Funded Operation described under the Bank's Procurement Framework, and as listed in Section 5, Eligible Countries to offer consulting services for Bank-financed projects.

- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Bank Procurement Framework and as described under 6.1 above.

- 6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

- 6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Integrity Framework and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Integrity Framework as described in Section 6, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

- 6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially

autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation;
- (ii) they are on leave of absence without pay;
- (iii) they are not being hired by the agency they were working for, unless a reasonable period, which will not be less than 12 months, between such former agency employment and any proposed engagement has elapsed; and
- (iv) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available either at the time of Proposal submission or availability was not assured for the entire duration for which the Key expert has been proposed or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

- 12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services. The Consultant may propose subcontracting up to the percentage of total value of contract as specified in the **Data Sheet**.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 (i) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal; (ii) The maximum number of members proposed in a JV shall not exceed the number specified in the BDS, or the number derived from the percentage specified under ITC 14.1.1 (iii) whichever is smaller unless both are equal, in which case anyone shall apply; (iii) Participation by value of the contract as share of each of the JV members shall not be less than the percentage specified in the **Data Sheet**. In case of any inconsistency between ITC 14.1.1 (ii) and ITC 14.1.1 (iii) such that both cannot be applied simultaneously, the latter shall prevail; (iv) When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member; and (v) Unless otherwise specified in the **Data Sheet**, all members of the JV shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.

- 14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. However, when the Bank agrees with the Client, for mandating associations between firms as an exception under certain special circumstances and conditions such as development of national capacity, assignments where transfer of technology is critical and a key component of the assignment, or other considerations of equity, and Bank is satisfied that such provision does not adversely affect economy, efficiency and competitiveness, and adequate number of qualified national experts with required expertise are available, the Client, may mandate inclusion of a minimum time or cost input, but not both, of national key experts in the proposal as estimated by the Client and specified in the **Data Sheet**. Consultant's proposal failing to comply with this requirement may be treated as non-responsive and rejected.
- 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. If the Client mandates inclusion of national key experts along the lines indicated under 14.1.2, the **Data Sheet** shall specify the details. Consultant's proposal failing to comply with this requirement may be treated as non-responsive and rejected.
- 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. If the Client mandates inclusion of national key experts along the lines indicated under 14.1.2, the **Data Sheet** shall specify the details. Consultant's proposal failing to comply with this requirement may be treated as non-responsive and rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number],

[name and address of the Consultant], and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

- 19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

- 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;

- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client and in order to enable the party to do so, the text indicated in the **Data Sheet** should be published in the advertisement seeking expressions of interest. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of

time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- b) the contract price of the successful Proposal;
- c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- f) the final combined scores and the final ranking of the Consultants;
- g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- h) the expiry date of the Standstill Period; and
- i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

- 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
 - (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
 - (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
 - (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.
- 32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.

33. Debriefing by the Client

- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

Data Sheet

ITC Reference	A. General
1 (b)	Not Applicable
1 (c)	The Bank: AFRICAN DEVELOPMENT BANK
2.1	<p>Name of the Client: The Director General, Kenya National Highways Authority (KeNHA), Republic of Kenya</p> <p>Method of selection: Quality and Cost Based Selections (QCBS) as per the Procurement Framework (available on www.afdb.org)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consultancy Service for Review of the Feasibility Study, Environmental and Social Impact Assessment, Resettlement Action Plan and Detailed Engineering Design of Kilifi-Malindi Including Malindi Bypass and Mombasa (Likoni) -Lunga Lunga.</p>
2.3	<p>A pre-proposal conference will be held: Yes (Virtual)</p> <p>Date of pre-proposal conference: 27th November, 2025</p> <p>Time: 1100 hrs</p> <p>Address:</p> <p>Telephone: +254 20 298900 / +254 20 4954000 / +254 700 423606</p> <p>E-mail: procurement@kenha.co.ke</p> <p>Contact person/conference coordinator: Director (Highway Design and Safety)</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals depending on availability:</p> <ul style="list-style-type: none"> i) Standard Specifications for Road and Bridge Construction ii) Sample Standard Drawings iii) Original Design Documents carried out by Aurecon PTY limited of South Africa. iv) Any other applicable manuals

4.1	<i>Not Applicable</i>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>

11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes
12.1	Proposals must remain valid for 150 days after the proposal submission deadline.
12.9 (c)	Consultant's proposed sub-consulting (subcontracting): Maximum percentage of sub-consulting permitted is: 25% of the total contract amount.
13.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;"><i>Director (Highway Design and Safety)</i> <i>Kenya National Highways Authority</i> <i>Barabara Plaza,</i> <i>P.O. Box 49712-00100</i> <i><u>NAIROBI</u></i></p> <p>Email: procurement@kenha.co.ke</p>
14.1.1 (i)	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No
14.1.1 (ii)	Maximum Limit of number of members in a JV: Yes If "Yes" Maximum number is: Four (4)
14.1.1 (iii)	Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall not be less than 20% percent of the total value of the contract
14.1.1 (v)	The firms in a Joint Venture, (JV) shall be jointly and severally liable.
14.1.2	Estimated input of Key Experts' time-input: 224 person-months Mandating input of National Key Experts: No
14.1.3	Not Applicable

14.1.4 and 27.2	Not Applicable
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable Expenses</p> <ul style="list-style-type: none"> i. a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; ii. cost of travel by the most appropriate means of transport and the most direct practicable route; iii. cost of office accommodation, including overheads and back-stop support; iv. communications costs; v. cost of purchase or rent or freight of any equipment required to be provided by the Consultants; vi. cost of reports production (including printing) and delivering to the Client; vii. other allowances where applicable and provisional or fixed sums (if any)] viii. Cost of Training of Clients personnel ix. Cost of such further items required for purposes of the services not covered in the foregoing. <p>The Consultant shall provide proof of payment such as electronic tax receipts when claiming the reimbursable expenses.</p>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	<p>The Consultant, Sub-consultant and the personnel of either of them shall be liable to pay taxes, duties, fees, levies and other impositions imposed under the applicable law. Information on the Consultant's tax obligations in the Client's country can be obtained from:</p> <p>The Commissioner General, Kenya Revenue Authority, P. O. Box 48240-00200, NAIROBI.</p>

	<p>Website : www.kra.go.ke</p> <p>NB/ The services are exempted from VAT. All other taxes apply.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal : One (1) original, One (1) copy, and One (1) scanned digital copy in PDF Format in a Flash Disk</p> <p>(b) Financial Proposal: One (1) original, One (1) copy, and One (1) scanned digital copy in PDF Format in a Flash Disk</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 16th December, 2025</p> <p>Time: 1100 Hours</p> <hr/> <p>The Proposal submission address is:</p> <p>Deputy Director, Supply Chain Management Kenya National Highways Authority, Barabara Plaza, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters) P. O. Box 49712 - 00100, NAIROBI, KENYA</p> <p>Or</p> <p>Completed proposal documents be deposited in the tender box at Kenya National Highways Authority Headquarters, Barabara Plaza, Block C, Second Floor,</p>
19.1	An online option of the opening of the Technical Proposals is offered: No

	<p>The opening shall take place at: KeNHA Headquarters, Barabara Plaza, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters) Block C, 2nd Floor-Board Room in the presence of firm's representatives who choose to attend</p> <p>Technical proposals will be opened immediately after submission deadline indicated in 17.7.</p>																														
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals</p> <p>Name of the Consultant</p> <p>No. of documents submitted</p>																														
<p>21.1 [for FTP]</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><u>Points</u></p> <p>i. Specific Experience of the Consultant (as a firm) relevant to the Assignment (10 Points)</p> <p>ii. Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TOR) (20 Points)</p> <p>iii. Key Experts' qualifications and competence for the assignment (64 Points)</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">1. <i>Position K-1: Team Leader</i></td> <td style="text-align: right;">10 points</td> </tr> <tr> <td style="padding-left: 20px;">2. <i>Position K-2: Highway Engineer</i></td> <td style="text-align: right;">8 Points</td> </tr> <tr> <td style="padding-left: 20px;">3. <i>Position K-3: Materials/Pavement Engineer</i></td> <td style="text-align: right;">8 Points</td> </tr> <tr> <td style="padding-left: 20px;">4. <i>Position K-4: Surveyor</i></td> <td style="text-align: right;">8 Points</td> </tr> <tr> <td style="padding-left: 20px;">5. <i>Position K-5: Geotechnical/Structural Engineer</i></td> <td style="text-align: right;">6 Points</td> </tr> <tr> <td style="padding-left: 20px;">6. <i>Position K-6: Traffic Engineer/Road Safety Expert</i></td> <td style="text-align: right;">4 Points</td> </tr> <tr> <td style="padding-left: 20px;">7. <i>Position K-7: Environmentalist</i></td> <td style="text-align: right;">4 Points</td> </tr> <tr> <td style="padding-left: 20px;">8. <i>Position K-8: Social /Gender Specialist</i></td> <td style="text-align: right;">3 Points</td> </tr> <tr> <td style="padding-left: 20px;">9. <i>Position K-9: Hydrologist</i></td> <td style="text-align: right;">3 Points</td> </tr> <tr> <td style="padding-left: 20px;">10. <i>Position K-10: Transport Economist</i></td> <td style="text-align: right;">2 Points</td> </tr> <tr> <td style="padding-left: 20px;">11. <i>Position K-11: Archeologist</i></td> <td style="text-align: right;">2 Points</td> </tr> <tr> <td style="padding-left: 20px;">12. <i>Position K-12: Climate Change Expert</i></td> <td style="text-align: right;">2 Points</td> </tr> <tr> <td style="padding-left: 20px;">13. <i>Position K-13: Land Economist/Valuer</i></td> <td style="text-align: right;">2 Points</td> </tr> <tr> <td style="padding-left: 20px;">14. <i>Position K-14: CAD Engineer</i></td> <td style="text-align: right;">2 Points</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">64 Points</td> </tr> </table> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1) General qualifications (general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70% 	1. <i>Position K-1: Team Leader</i>	10 points	2. <i>Position K-2: Highway Engineer</i>	8 Points	3. <i>Position K-3: Materials/Pavement Engineer</i>	8 Points	4. <i>Position K-4: Surveyor</i>	8 Points	5. <i>Position K-5: Geotechnical/Structural Engineer</i>	6 Points	6. <i>Position K-6: Traffic Engineer/Road Safety Expert</i>	4 Points	7. <i>Position K-7: Environmentalist</i>	4 Points	8. <i>Position K-8: Social /Gender Specialist</i>	3 Points	9. <i>Position K-9: Hydrologist</i>	3 Points	10. <i>Position K-10: Transport Economist</i>	2 Points	11. <i>Position K-11: Archeologist</i>	2 Points	12. <i>Position K-12: Climate Change Expert</i>	2 Points	13. <i>Position K-13: Land Economist/Valuer</i>	2 Points	14. <i>Position K-14: CAD Engineer</i>	2 Points	Total points for criterion (iii):	64 Points
1. <i>Position K-1: Team Leader</i>	10 points																														
2. <i>Position K-2: Highway Engineer</i>	8 Points																														
3. <i>Position K-3: Materials/Pavement Engineer</i>	8 Points																														
4. <i>Position K-4: Surveyor</i>	8 Points																														
5. <i>Position K-5: Geotechnical/Structural Engineer</i>	6 Points																														
6. <i>Position K-6: Traffic Engineer/Road Safety Expert</i>	4 Points																														
7. <i>Position K-7: Environmentalist</i>	4 Points																														
8. <i>Position K-8: Social /Gender Specialist</i>	3 Points																														
9. <i>Position K-9: Hydrologist</i>	3 Points																														
10. <i>Position K-10: Transport Economist</i>	2 Points																														
11. <i>Position K-11: Archeologist</i>	2 Points																														
12. <i>Position K-12: Climate Change Expert</i>	2 Points																														
13. <i>Position K-13: Land Economist/Valuer</i>	2 Points																														
14. <i>Position K-14: CAD Engineer</i>	2 Points																														
Total points for criterion (iii):	64 Points																														

- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%

Total weight: 100%

iv. Transfer of knowledge training program (relevance of approach and methodology): (2 Points)

v. Participation by nationals among proposed Key Expert (2 Points)

Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]

vi. Additional points will be awarded to proposals that expand upon the minimum technical requirements and which (2 Points)

- a. Demonstrate the depth of understanding of the technical requirements and their implementation in the Kenyan context
- b. Identify where quality and performance improvements can be made
- c. Identify where technical innovations and creative solutions may be appropriately introduced to provide added value to the project.

Total points for the six criteria: 100

The minimum technical score (St) required to pass is: 75 [insert number]

The range of points to be allotted to each of the criteria is as follows:

Table - Point Distribution of Evaluation Criteria for Technical Proposals	
Evaluation Criteria	Points
Specific experience of the Consultant	10
Adequacy of the proposed methodology and work plan <ul style="list-style-type: none"> • Technical Approach and Methodology (10 points) • Work Plan (5 points) • Organization and staffing (5 Points) 	20
Qualifications and competence of Key Experts	64
<u>Key Personnel</u>	
1. Team Leader (10 points)	
General qualifications (general education, training, and experience)	2.0
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	7.0
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	1.0
2. Highway Engineer (8 Points)	

General qualifications (general education, training, and experience)	1.6	
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	5.6	
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.8	
3. Materials/Pavement Engineer (8 points)		
General qualifications (general education, training, and experience)	1.6	
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	5.6	
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.8	
4. Surveyor (8 points)		
General qualifications (general education, training, and experience)	1.6	
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	5.6	
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.8	
5. Geotechnical/Structural Engineer (6 points)		
General qualifications (general education, training, and experience)	1.2	
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	4.2	
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.6	
6. Traffic Engineer/Road Safety Expert (4 points)		
General qualifications (general education, training, and experience)	0.8	
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	2.8	
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.4	
7. Environmentalist (4 points)		
General qualifications (general education, training, and experience)	0.8	

Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	2.8
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.4
8. Social / Gender Specialist (3 points)	
General qualifications (general education, training, and experience)	0.6
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	2.1
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.3
9. Hydrologist (3 points)	
General qualifications (general education, training, and experience)	0.6
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	2.1
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.3
10. Transport Economist (2 points)	
General qualifications (general education, training, and experience)	0.4
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2
11. Archaeologist (2 points)	
General qualifications (general education, training, and experience)	0.4
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2
12. Climate Change Expert (2 points)	
General qualifications (general education, training, and experience)	0.4
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4

	<table border="1"> <tr> <td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)</td> <td>0.2</td> </tr> <tr> <td colspan="2" style="text-align: center;">13. Land Economist/ Valuer (2 points)</td> </tr> <tr> <td>General qualifications (general education, training, and experience)</td> <td>0.4</td> </tr> <tr> <td>Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)</td> <td>1.4</td> </tr> <tr> <td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)</td> <td>0.2</td> </tr> <tr> <td colspan="2" style="text-align: center;">14. CAD Engineer (2 points)</td> </tr> <tr> <td>General qualifications (general education, training, and experience)</td> <td>0.4</td> </tr> <tr> <td>Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)</td> <td>1.4</td> </tr> <tr> <td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)</td> <td>0.2</td> </tr> </table>	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2	13. Land Economist/ Valuer (2 points)		General qualifications (general education, training, and experience)	0.4	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2	14. CAD Engineer (2 points)		General qualifications (general education, training, and experience)	0.4	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2	
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2																			
13. Land Economist/ Valuer (2 points)																				
General qualifications (general education, training, and experience)	0.4																			
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4																			
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2																			
14. CAD Engineer (2 points)																				
General qualifications (general education, training, and experience)	0.4																			
Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	1.4																			
Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	0.2																			
	<p>Suitability of the transfer of knowledge program (training)</p> <ul style="list-style-type: none"> • Relevance of training program • Training Approach and methodology <p>Total points for criterion</p>	<p>1</p> <p>1</p> <p>2</p>																		
	National participation (nationals among Key Experts). The points will be calculated as follows; Allocated man-months per national among the key experts divided by the total man-months for the key staff multiplied by the 2 points.	2																		
	Additional points will be awarded to proposals that expand upon the minimum technical requirement	2																		
	Total	100																		
	The minimum technical score (St) required to pass is: <u>75</u>																			
23.4	Public Opening of Financial Proposals An online option of the opening of the Financial Proposals is offered: No																			
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend the public opening of financial proposal should contact</p> <p>Director General,</p>																			

	<p>Attention; Deputy Director (Supply Chain Management) Kenya National Highways Authority, 2nd Floor, South wing, Block C, Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Off Mazao Road (Opposite Aviation House) P. O. Box 49712-00100, NAIROBI, KENYA</p> <p>Email: procurement@kenha.co.ke</p> <p>and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be received within 10 days from the date of this publication.</p> <p>A notice of the public opening of Financial Proposals may be published on the Client's website www.kenha.co.ke.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings</p> <p>The official source of the selling (exchange) rate is: Central Bank of Kenya The date of the exchange rate is: The date of opening of financial proposals</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</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: T = 0.8 P = 0.2</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: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	

28.1	<p>Expected date and address for contract negotiations: Date: February, 2026</p> <p>Address: <i>Kenya National Highways Authority, Barabara Plaza, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters) P. O. Box 49712 - 00100, <u>NAIROBI, KENYA</u></i></p>
32.1	The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.
34.2	<p>Expected date for the commencement of the Services: Fourteen (14) calendar days after order to commence or such other time period as the parties may agree in writing.</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Part B of the Operations Procurement Manual under the Procurement Framework of the African Development Bank. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures to the employer, in writing (by the quickest means available, such as by email in accordance with the following:</p> <p>For the attention: Eng. Luka Kimeli Title/position: Ag. Director General Agency: Kenya National Highways Authority Email address: dg@kenha.co.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> a) the terms of the Bidding Documents; b) the Client’s decision to exclude a Consultant from the selection process prior to the award of contract; and c) the Client’s decision to award the contract. <p>The Bank’s Procurement Framework stipulates that bidders may send copies of their communications with the Borrowers to the Bank or write to the Bank directly when, Borrowers do not respond promptly, any questions on any issues regarding the implementation of Bank funded projects, or when the communication is a complaint against the Borrower. In this regard, if a bidder wishes to protest against a decision made by a Borrower or the Bank with regards to the procurement process or wishes to inform the Bank that the Bank’s procurement rules and/or provisions of the bidding documents have not been complied with, an email can be sent to the following address:</p> <p>Email: procurementcomplaints@afdb.org</p>

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

Checklist of Required Forms

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP ✓	STP ✓			
		TECH-1	Technical Proposal Submission Form.	
	✓ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓ If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ES)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

[If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

[OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We, all parties constituting the Consultant, including any individuals and firms, subcontractors (subconsultants) or suppliers, joint ventures, consortiums, or association (JV), and their individual members for the purpose of any part of the Contract meet the eligibility requirements as stated

in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the African Development Bank or a debarment imposed by the African Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the African Development Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) *[In full and initials]:*

Full name: *[insert full name of authorized representative]*
 Title: *[insert title/position of authorized representative]*
 Name of Consultant (company’s name or JV’s name):
 Capacity: *[insert the person’s capacity to sign for the Consultant]*
 Address: *[insert the authorized representative’s address]*
 Phone/fax: *[insert the authorized representative’s phone and fax number, if applicable]*
 Email: *[insert the authorized representative’s email address]*

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

3. List only previous similar assignments successfully completed in the last [.....] years.
4. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent) / Amount paid to your firm	Role on the Assignment
{e.g., Jan.2017–Apr.2018}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of;}	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2018}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (for Full Technical Proposal)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

[improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

[comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing]

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [*Note to Client: add the following for supervision of civil works or plants contracts:* (including the Environmental, Social (ES) aspects) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-4 (for Simplified Technical Proposal Only)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal]

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks *[Note to Client: add the following for supervision of civil works or plants contracts:* (including the Environmental, Social (ES) aspects) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.]
- b) **Work Plan and Staffing.** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- c) **Comments (on the TOR and on counterpart staff and facilities)**
[Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]

Form TECH-5 (for FTP and STP)



WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

	Subtotal			
	Total			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert’s contact information : (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert
Date

Signature

{ day/month/year
}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms

[*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) **{In full and initials}**:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}	N/A			
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person- month Remunerati on Rate	Time Input in Person/Mon th (from TECH-6)	{Curren cy # 1- as in FIN-2}	{Currenc y # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN- 2}
—	Key Experts _____							
K-1	_____	_____	[Home]	_____				
			[Field]	_____				
K-2	_____	_____		_____				

	_____			_____				
	_____			_____				
—	Non-Key Experts _____							

N-1			[Home]	_____				
N-2	_____	_____	[Field]	_____				

	_____			_____				

	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

(i) Review of Remuneration Rates

- a. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- b. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- c. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- d. Rate details are discussed below:
 1. Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 2. Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 3. Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 4. Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

5. Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
6. Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
7. Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant’s Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal ¹	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client’s Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticke						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client’s personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

Eligibility for the Provision of Consulting Services in Bank Group Financed Procurement

For the purpose of ITC 6.1,

The proceeds of any Bank financing shall be used to cover services provided by “Consultants” from Eligible Countries. For the purpose of eligibility, “Consultants” shall mean firms or entities or their joint ventures (JVs), including any individuals or experts or sub-consultants offered by them in providing required services.

“Eligible Countries” shall mean: (a) in the case of the African Development Bank (ADB) and the Nigerian Trust Fund (NTF), the member countries of the African Development Bank; and (b) in the case of the African Development Fund (ADF), any country.

Consultants (firms or JVs), including individuals and experts, and sub-consultants offered by the Consultant in providing services shall be nationals of or registered in, “Eligible Countries” as may be the case. If not, their services shall not be eligible, even if they offer services from “Eligible Countries”. Any waiver to this rule will be in accordance with the Articles 17 (1) (d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

List of Eligible Countries can be found in African Development Bank’s website:

<https://www.afdb.org/en/about-us/corporate-information/members/>

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): _____ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): _____ [list country/countries *or* indicate “none”]

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Integrity Framework and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption¹.

2.2 To this end, the Bank:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution, including Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, "party" refers to a public official, including Bank staff and employees of other organizations taking or reviewing procurement decisions.; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution."

knowledge of matters relevant to the investigation or from pursuing the investigation; or

- b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- (b) Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Bank's Integrity Framework and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- (e) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁶ all accounts, records and other documents relating to the procurement process,

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Section 7: Terms of Reference

TERMS OF REFERENCE FOR CONSULTANCY SERVICE FOR REVIEW OF THE FEASIBILITY STUDY, ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT, RESETTLEMENT ACTION PLAN AND DETAILED ENGINEERING DESIGN OF KILIFI-MALINDI INCLUDING MALINDI BYPASS AND MOMBASA (LIKONI) -LUNGA LUNGA

1. STUDY BACKGROUND

1.1 General

The Government of the Republic of Kenya (GoK) has received a loan from the African Development Bank (AfDB) and African Development fund (ADF), and a grant from the European Union (EU) to finance the Multinational Bagamoyo – Horohoro/ Lunga Lunga - Malindi Road, Phase I: Mombasa – Kilifi (A7) Road, and intends to apply part of the proceeds for this loan to engage the services of a consultancy firm to undertake **Review of the Feasibility Study, Environmental and Social Impact Assessment, Resettlement Action Plan and Detailed Engineering Design of the Kilifi- Malindi (60 km), Malindi Bypass (12 km) and Likoni – Lunga Lunga(110 km) Road** Section which forms part of the Multinational Bagamoyo – Horohoro/ Lunga Lunga - Malindi Road corridor development project.

The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR). The requirements and recommendations of the Kenyan Roads Design Manuals relevant to the study form an integral part of these Terms of Reference. However, for circumstances where Kenyan Roads Design Manuals do not cover the subject matter, then the Consultant will be required to apply specification from best practice around the world.

1.2 Selection Criteria

The Consultant shall be selected based on Quality and Cost Based Selection Considerations. The selected Lead Consultant should bring together a competent group of firms/professionals with sufficient and extensive experience in the following broad categories;

- a. Traffic Studies for Economic and Social decision considerations,
- b. Materials Investigations,
- c. Engineering Surveying,
- d. Geometric & Pavement Designs
- e. Tender Documentation of Road Construction Projects.
- f. Pavement evaluation
- g. Environmental and Social Impact assessment studies including Preparation of RAP reports
- h. Gender Analysis and
- i. Road safety Audit

Additional points will be awarded to proposals that expand upon the minimum technical requirements and which

- d. Demonstrate the depth of understanding of the technical requirements and their implementation in the Kenyan context
- e. Identify where quality and performance improvements can be made
- f. Identify where technical innovations and creative solutions may be appropriately introduced to provide added value to the project.

1.2.1 Project Background

The Government of Kenya, through its implementing agency, the Kenya National Highways Authority, commissioned Aurecon AMEI to undertake Consultancy Services for Feasibility Study and, Detailed Design of the Multinational Malindi - Lunga Lunga/Tanga Bagamoyo Road and the design for was completed in November 2015.

The designs for sections between Mombasa - Mtwapa and Mtwapa- Kilifi have been reviewed and are being implemented. The Authority therefore seeks to update the existing design and prepare tender documents in readiness for procurement of works to ensure continuity in connectivity and facilitation of regional trade and integration between Kenya and Tanzania.

1.2.2 Location of the Projects

1.3.2.1 Lot 1: Kilifi -Malindi (A7) Road Section (60 km) including Malindi Bypass (12 km)

The existing project roads are bitumen surfaced roads, other than the Malindi bypass which is currently a gravel road. The route starts at Kilifi Town on the Kilifi Bridge and follows Route A7 along the coast in a northerly direction up to the Sabaki Bridge just north of Malindi Town. The proposed road alignment is entirely in Kilifi County and measures approximately 60 km in length and 12 km for Malindi Bypass.

1.3.2.2 Lot 2: Mombasa (Likoni) – Lunga Lunga (A7) Road section (110km)

The section of the project starts at Likoni ferry in Mombasa and proceeds southwards along the A7 road to end at the Lunga Lunga/HoroHoro border post on the Kenya-Tanzania border. The A7 road is currently bitumen surfaced and located South of Mombasa town in Kwale County. This road is approximately 110 km long.

There are no major towns along the whole stretch of road between Mombasa and Lunga Lunga. The main shopping centres located along this road are Ukunda, Msambweni, Perani and Lunga Lunga

The table below gives a summary of the road sections for the project.

Table 1.0: Summary of road sections for the Project

S. No	Description of Section	Length (Km)	Location
1	Kilifi – Malindi	60	Kilifi County
2	Malindi Bypass	12	Kilifi County
3	Mombasa (Likoni) – Lunga Lunga	110	Mombasa and Kwale Counties
TOTAL Length (Km)		182	

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

1.2.3 Project Rationale

The Malindi – Mombasa – Likoni – Lunga Lunga road forms the northern corridor of the Malindi- Bagamoyo Highway that links Kenya and Tanzania. The proposed rehabilitation of the Kenyan section of this highway extends from Malindi to Lunga Lunga through Mombasa town, and is a major multinational road rehabilitation project in the country, traversing three counties, namely Kilifi, Mombasa, and Kwale in Coastal Kenya. Its rehabilitation is being undertaken under the support of the secretariat of the East African Community (EAC). The Government of Kenya, through Kenya National Highway Authority has reviewed the design for Phase 1: Mombasa – Mtwapa- Kilifi which is currently being implemented. Therefore, there is need to update the existing design and prepare tender documents in readiness for procurement of works to allow continuity in connectivity and facilitation of regional trade and integration between Kenya and Tanzania.

2. OBJECTIVES

2.1 Project objectives

At national level, the basic objective of the transport corridor is:

- To improve access and connectivity between Kenya and Tanzania on the Kenya/Tanzania border as well as to stimulate economic activity in the coastal belt of Kenya and Tanzania.
- Ease movement of people and goods across Kenya and Tanzania and create significant economic and social benefits (Regional Trade and Integration)
- Provide connection to Lamu Port (LAPSSET).
- Enhance security along the proposed corridor

At local level, the projects objective is;

- To improve access to goods/passenger transport services and reduce transport costs along the route
- To improve access to social and economic development opportunities along the route, by providing high capacity infrastructure
- To ensure roadside communities are better off as a result of the road up grading works.

The above factors will contribute to the attainment of Kenya’s priority goals under vision 2030 and ongoing national efforts to facilitate international trade, alleviate poverty, and accelerate national economic growth.

2.2 Study Objectives

The study on the project road was completed in 2015 and various developments have since taken place that may have a significant bearing on the initial design of the road. There is therefore need to review design considering the impact of the projects; Operationalization of

the Lamu Port, the expansion of Mombasa – Kilindini Port, Mining in Kwale, Construction of Mombasa Southern Bypass under the Mombasa Port Access Road Development Project: Miritini- Mwache-Kipevu link road, Mwache-Mteza and Mteza-Kibundani, ongoing design of the Mombasa Gate Bridge, the dualling of Mombasa – Mtwapa - Kwa Kadzengo and improvement of Kwa Kadzengo - Kilifi Road section among others.

This study is intended at capturing any such gaps as well as updating and improving various elements of the initial design in preparation for the implementation of the works. The assignment will also entail the preparation of tender documents while ensuring that adequate quantities and rates are provided. Additionally, the Consultant is expected to address any deviations from the standard specifications to minimize discrepancies in the bidding documents.

The Consultancy is also aimed at identifying key access roads, market loop roads, service roads, interchanges and bypass(es) that will enhance traffic movement within the region as well as offering economic development along the area through which the A7 road traverses. These roads are to be designed and packaged together with the overall design in preparation of tendering for the works.

3. SCOPE OF SERVICES

3.1 General

The Consultant shall perform all assignments as detailed in these Terms of Reference including but not limited to all Technical Studies, Field Investigations and related services. In carrying their work, the Consultant shall co-operate fully with the concerned agencies of the Government of Kenya, in particular The Kenya National Highways Authority, Ministry of Roads and Transport, County and National Governments, Ministry of Lands, National Land Commission amongst others. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.

The Consultant is required to provide two separate teams, one for each lot, to ensure that the design review exercise for both lots proceed concurrently.

3.2 Description

The scope of the Services shall include all the services necessary to achieve the objectives described in Section 2.0 above and, in so doing, the Consultant shall expeditiously execute not less than the following tasks.;

Stage 1 – Preliminary Design Review

- a) Review of the existing data on the proposed road project and social and economic activities in the project study area and producing an economic feasibility study report;
- b) Collection of traffic, social, environmental, and physical data that is necessary to assist in the design of the project road;
- c) Preliminary Materials Investigations for Pavement Design using design standards

including preliminary costs estimates and implementation schedule;

- d) Preliminary Engineering survey and design work for the optimum alignment and design standards including preliminary costs estimates and implementation schedule;
- e) Carrying out an environmental and social impact assessment study of the project area in relation to the proposed project.

Stage 2 – Detailed Engineering Design

After comments and approval of the preliminary design review by the Director (Highway Design and Safety), the Consultant shall carry out a detailed engineering survey and design including engineering cost estimates, materials investigations and tender documents for the selected alignment and design standards for the road and any town/market roads.

Key review Aspects of the project for Kilifi –Malindi (A7) including Malindi Bypass

The project will involve design review of Kilifi –Malindi (A7) including Malindi Bypass to enhance its capacity in order to cope with the increasing traffic volumes and reduce the number of accidents on the road.

The services will involve improvement of road geometrics, design review of road pavement layers to extend economic life of the road, widening of carriageway and shoulders to address highway safety concerns. The services will comprise, but not limited to the following:

- Design/Design Review of Dual carriageway through Malindi Town
- Design of the highway to 7.0 m carriageway (2 lanes) with 2.0 m wide shoulders
- Improved drainage system in Malindi town
- Design/Design review of Service Roads through townships en-route Watamu, Kilifi and Malindi
- Design/ Design Review of Malindi Bypass
- Design/Design review of NMT facilities along the project road and in Malindi town
- Design review of Interchanges at Malindi.
- Design/Design review of Kilifi Bridge
- Design/Design review of Truck stops and roadside resting areas at key locations along the highway
- Design of static and virtual weighbridges at appropriate locations

Key review Aspects of the project for Mombasa (Likoni) – Lunga Lunga (A7) Section

The project will involve upgrading and improvement of Mombasa (Likoni) – Lunga Lunga (A7) section to enhance its capacity to cope with the increasing traffic volumes and reduce the number of accidents on the road.

The services will involve design review of the road pavement layers with widened carriageway and shoulders. The services will comprise, but not limited to the following:

- Design/Design Review of the highway to 7.0 m carriageway (2 lanes) with 2.0 m wide shoulders
- Design review of highway geometrics and widenings including provision

- climbing lanes at critical sections to improve safety and highway capacity
- Design/ Design Review of drainage structures/bridges
- Design/ Design review of Service Roads and NMT facilities along the road and in Likoni, Ukunda and Lunga Lunga townships
- Design/Design review of Truck stops and roadside resting areas at key locations along the highway
- Design/Design Review of Lunga Lunga One Stop Border post to improve on the facilities
- Design of static and virtual weighbridges at appropriate locations

Tender Document Preparation

- i. The Consultant shall prepare the following bidding and contract documents for the project road together with any related town/market roads as necessary and any other required by the Director (Highway Planning and Design):
 - a) Pre-qualification questionnaire and notice according to a format instructed by the Director (Highway Design and Safety);
 - b) Instruction to Tenderers, general information, list of equipment, work programme, form of tender guarantee, etc;
 - c) Form of Tender, Form of Performance Guarantee, and Form of Agreement;
 - d) General Conditions of Contract, and Conditions of Particular Application;
 - e) Drawings;
 - f) Special Specifications for the execution of the work
 - g) Bills of Quantities
 - h) Quantities take off sheets
- ii. Tender drawings shall be submitted in A3 size (photo-reduced from the original A1 size). All other documents shall be submitted in A4 size. In addition, the Consultant shall submit the engineering investigation, analysis, calculations, design materials reports and other relevant information.

4. DETAILED SCOPE OF WORK

4.1 General

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

4.1.2 The overall responsibility for administrative and coordination of the study rests with the Kenya National Highways Authority. The execution of the study will be the direct responsibility of the Highway Design Department of KeNHA.

4.1.3 In the conduct of his work, the Consultant shall cooperate fully with the Directorate of Highway Design and Safety of KeNHA, Ministry of Roads and Transport, County and National Governments, Ministry of Lands amongst others. The Consultant shall be responsible for the analysis and interpretation of all data received, and the conclusions and recommendations in his report.

4.1.4 As the design review progresses, the Consultant shall maintain close liaison with KeNHA and shall submit for approval from time to time, according to the work programme, changes to the initial design, earthworks, pavement, structures, and other technical aspects of the design prior to proceeding with the Final reviewed design.

4.2 Stage 1: Preliminary Design Review

General

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

- a) Topographical surveys, including cross-sections at 50m intervals;
- b) Hydrological and hydraulic studies;
- c) Material testing, soil investigation, and pavement evaluation, to identify and test the suitable road alignment.
- d) Analysis of capacity and structural soundness of existing structures.
- e) Pavement evaluation for existing paved sections of the alignment if it a standard pavement.

Feasibility Study, ESIA and Preliminary Design

A. Feasibility Study

The Consultant shall carry out the feasibility study of the project road and the study shall cover but not limited to;

- (a) Collection and verification of the existing data on the project road and social and economic activities in the project study area. The socio-economic analysis will show how the upgrading of the road project will respond to the demands of the social and economic sectors.
- (b) Collection of traffic data which will encompass the determination of existing traffic composition, occupancy, volume counts and origin-destination studies; and forecasts of annual average daily traffic composed of normal, generated, and diverted flows, by appropriate vehicle types.
- (c) Determining the suitability of sites for materials to be used for road construction.
- (d) Undertaking the economic studies for the road and its economic rate of return.

Socio-Economic Feasibility

The Consultant shall collect and verify the existing data on the project road and social and economic activities in the project study area which shall include but not limited to;

- (a) Physiographic and Natural Conditions: these include altitude, rainfall intensity and patterns, temperature ranges and patterns, vegetation distribution and type, drainage features and patterns, distribution of soils by type and area (zoning), land use,

wildlife, forestry distribution and type.

- (b) Socio-economic Conditions: these include population and settlement patterns, agriculture, water and sanitation, education, health, transport and communication, trade and commerce, commercial minerals and materials.
- (c) Delineation of immediate and broad project influence area, growth of population, urbanization, GDP, structure of the economy, poverty levels.

The Consultant shall determine the potential impacts of the project road on the social and economic conditions in the project study area.

Traffic Analysis

The Consultant shall determine the type and volume of existing traffic along the road sections by analysing all existing statistical data, and by conducting and analysing traffic counts and origin – destination studies. The Consultant shall undertake full road network analyses, in order to identify and quantify any potential for traffic diversion or reassignment that may result from improvements to the adjoining network connections. Quantifying traffic operations and assessing adequacy of proposed road section elements, assessing traffic impacts on the basis of various factors including level of service, delays, queues and volume to capacity ratios. The Consultant shall undertake other field traffic investigations, as required.

Traffic studies will include and not be limited to:

- (a) Traffic composition, occupancy, and volume counts;
- (b) Origin-Destination studies; and
- (c) Forecasts composed of normal, generated and diverted flows, if any, by appropriate vehicle types considering three scenarios (normal, optimistic and pessimistic).
- (d) Axle load surveys;
- (e) Travel time and speed surveys;
- (f) Accident studies.

Traffic surveys shall be carried out for seven consecutive days over 12 hours and at least for two (2) days covering the entire 24 hours in order to record traffic moving at night. Where considered appropriate, the Consultant shall divide the road into sections and conduct the traffic analyses and studies in relation to these separate sections.

The consultant shall identify local links and potential in the study area. The Consultant shall describe, and quantify existing and potential traffic generating factors in the immediate areas served by the project and areas likely to be influenced by future economic development. Such factors are, among others:

- a) Population growth in rural and urban population distribution;
- b) Regional and national economic growth;
- c) Growth of vehicle ownership;

- d) Development of agriculture, irrigation, industry, and commerce within the influence area;
- e) Development of social services, medical facilities, and schools; and
- f) Other factors identified by the Consultant.

The Consultant shall determine appropriate growth rates per category of vehicles (i.e. light, medium and heavy vehicles) using appropriate methods acceptable to the Client. The traffic growth should take into account the current legal and institutional constraints to promote regional integration and other physical barriers, which would have been identified as part of the study.

Based on the above analyses, the consultant shall provide for each identified option:

- (a) Detailed annual traffic forecasts for a period of ten (10) years after the completion of the road; and
- (b) More general projections of future traffic for the following five (5) and ten (10) years.

Although greater emphasis is given to accurate forecasting in the earlier part of the project's life, all traffic forecasts shall be given at three growth rates, namely, low, medium and high for light, medium and heavy vehicles. The Consultant shall undertake scenario based forecasting.

In developing the final traffic forecasts for the different options, the Consultant shall give particular attention to the future mix of vehicles in the traffic population. Due attention should therefore be given to vehicle sizes and types that will arise when improvements are made in the condition of the road.

Climatic change

Feasibility study report shall, in the discussion on alternative routes, take into account and discuss with ample clarity the issues of relevant climate change importance within the specified design period, such as but not limited to, changing flood patterns, sea level rise, change in precipitation pattern, expected high temperature, etc. Report must help in understanding whether or not the proposed route considered climate adaptive capacity of the road as one of the factors for deciding final alternative. In the instance where adaptation issue was considered and afterward shelved for technical or financial reason, report shall enumerate those reasons with facts and figures.

B. Environmental and Social Impact Assessment Study

The Consultant shall carry out the environmental and social assessment of the project road as outlined in Annex 1 as well as detailed hereunder.

Environmental and Sociological Aspects

The Consultant shall include in the design solutions, mitigation measures in order to control negative impacts on the environment resulting from improvements of the road. To this effect, an Environmental Management Plan will have to be developed. Strategies for the

implementation of an HIV/AIDS awareness campaign and counselling shall be developed by the Consultant. The EIA will be done in accordance with the National Environment Management Authority (NEMA) Act.

The Consultant shall also prepare the ESIA report in accordance with the environmental policies, guidelines and procedures of the National Environmental Management Authority (NEMA), as well as in accordance with the International Environmental Conventions signed by the government.

Climatic Impact

The Consultant shall assess potential threat on permanent design of the proposed project features from changing climate conditions within foreseeable design period by examining existing data and information available for the proposed project boundary. Conclusions shall be drawn by consultant on the basis of following, but not limited to, information within project boundary:

- Change in onset and intensity of seasonal rains
- Changes in very hot days and heat waves
- Expected sea level rise
- Changes in intensity and frequency of precipitation events and flood patterns
- Changes in seasonal precipitation and flooding patterns
- Changes in cyclone intensity, frequency and duration, and associated storm surges and wave actions

Sources of data and information shall be clearly documented by the consultant for future references.

Climate, Topography, Geology and Vegetation

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

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

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

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

purposes. Basic water abstraction requirements as per Ministry of Water and NEMA should be adhered to.

A description of the type and density of the vegetation as well as existing and potential agricultural land use within the study area, shall be provided by the Consultant.

Project Sustainability and Institutional Capacity

The Consultant shall make recommendations concerning the sustainability of different options. In order to achieve this, the Consultant shall assess the existing practices of financing the maintenance of the main roads network in the country and recommend possible solutions towards their improvement. This will include, but not be limited to, sources of road funding, allocation of funds and institutional set-up.

The Consultant shall also examine the local road construction industry, assess the capacity and identify the constraints of the road agency and the local contractors for carrying out routine and periodic road maintenance works. The Consultant shall propose measures to mitigate the constraints, if any, and which will encourage the local private sector to participate in road maintenance and construction in order to facilitate improvements to the main road network activities.

Participatory Approach

The Consultant shall undertake a stakeholder analysis to identify relevant participants/participatory groups. The consultant is expected to closely consult with officials from all relevant counties. The Consultant shall also work with stakeholders, NGO's, donors, transport operators, and the local communities at different stages of the study. In addition, with the assistance of the Government, and immediately after submission of draft feasibility study reports, the Consultant will initiate and organize seminars on the improvements proposed to the study road section areas and take into account any suggestions for consideration and inclusion in the study.

C. Preliminary Design

Establishment of Survey controls

The Consultant to establish both horizontal and vertical survey controls by any suitable method. The monument type for survey controls to be presented in the Inception Report of the project. The coordinates of all control points shall be tied to the National Survey Grid, (UTM) and levels tied to the National Bench Marks.

The adjustment techniques for controls establishment to be specified by the consultant.

The established controls to be used for referencing all the survey works for the project including the aerial survey, and detailed ground survey.

Aerial Survey and Mapping

The Consultant shall carry out aerial survey and mapping covering at least a three (3) kilometre strip along any proposed alignment.

The mapping shall be done at a scale of 1:2500. The consultant to provide a detailed

methodology of how the survey will be done with details of how the survey will be controlled, the equipment to be used and accuracies of output data to be achieved.

The Consultants shall surrender the all aerial mapping raw data and its outputs to the Client at the end of the contract. From the aerial map the consultant will propose different routes and carry out an economic appraisal to select the most cost effective solution in terms of construction cost, social, environmental and long-term economic benefits. The consultant will then justify and recommend the best alignment choice, which, after approval by the Employer/Engineer, Detailed Engineering Design will commence.

The survey to highlight location of critical utilities such as power lines, major water pipes, pipeline, railway line etc. that may affect the road design.

Hydrology and Drainage Investigations

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

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

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

Drainage Structures

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

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

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

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

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

Traffic Analysis

The Consultant shall determine the type and volume of the existing traffic for the road by analyzing all existing statistical data, and by conducting and analysing such traffic counts and origin-destination studies as are required to determine the nature of the traffic and the

present volume of freight and passenger movements on the road. Other field investigations shall be undertaken by the Consultant as required.

Traffic studies will include:

- (i) existing traffic composition, occupancy and classified volume counts
- (ii) origin – destination studies
- (iii) Forecasts of annual average daily traffic composed of normal, generated and diverted flows, by appropriate vehicle types
- (iv) Axle load surveys
- (v) Delay studies

Traffic surveys, including axle load survey, shall be done for one-week duration comprising day counts with at least two night counts (1 on a week day and 1 on a weekend) and each traffic direction recorded separately. Where considered appropriate the Consultant shall divide the road into sections, and conduct the relevant traffic analyses and studies accordingly. Detailed proposals for the traffic surveys shall be submitted beforehand for approval by the Director (Highway Design and Safety).

Traffic surveys shall generally be carried out following the guidelines and recommendations of the TRL Overseas Road Note 40: *A guide to axle load surveys and traffic counts for determining traffic loading on pavements*, TRL Ltd, Crowthorne, Berkshire, UK 2004. and as highlighted below.

The vehicles will be counted for at least 16 hours per day and at least one 24-hour count on a weekday and another one 24-hour count on a weekend.

Traffic Counts for less than 24 hours will be grossed up to 24 hour values in the same proportion as the 24-hour/16-hour traffic split on those days when full 24-hour counts were taken.

Axle load surveys will be carried out for seven consecutive days of at least 12 hours per day and more preferably 16 hours per day. Surveys containing less than seven days will NOT be accepted. Short periods of unusual traffic flow such as public holidays should also be avoided.

Axle load surveys will include vehicles in both directions and should be clear as to whether wheel loads or axle loads have been recorded in the raw data form (as the formula for calculating the E.F is based on the axle load which is assumed to be twice the wheel load). Empty or partially loaded vehicles should be stopped, recorded and weighed.

Roadside interviews will be conducted for a minimum of three days in each of the stations identified.

The Consultant shall identify, describe and quantify existing and potential traffic generating factors in the immediate areas served by the road, or in areas likely to be influenced by its future improvements, based on the economic development of the region, and future needs for road transport. Such needs will result inter alia from:

- i. population growth and changes in rural urban population distribution;
- ii. national and regional economic growth;
- iii. development of agriculture, industry, commerce and tourism within the project area;
- iv. development of social services facilities and schools;
- v. other factors identified by the Consultant.

Based on the analysis, the Consultant shall make:

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

Although greater emphasis is given to accurate forecasting in the earlier part of the project's life, all traffic forecasts shall be given at three growth rates, namely low, medium and high. The Consultant shall select one of the three levels of forecasts for use in the final evaluation of the project, indicating the reasons for the selection, and shall also use the other two levels in the sensitivity analysis.

In developing the final traffic forecasts, the Consultant shall give particular attention to the future mix of vehicles in the traffic population. Due attention should therefore be given to changes in vehicle sizes and types that will arise when improvements are made in the conditions of the road. Consultants should collect accident data for the entire length of the project road from police stations. The consultants should analyse the data and identify locations prone to accidents and recommend mitigation measures.

Preliminary Soil Investigation and Pavement Evaluation

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

The Consultant shall carryout an evaluation of the existing pavement, **if any**, and determine appropriate intervention measures. The Evaluation shall include but not be limited to the following as appropriate:

- Visual inspection and assessment, recording and quantifying of defects
- Surface roughness measurements, IRI
- Deflection measurements using Falling Weight Deflectometer (FWD), measurements being taken at 100m intervals for both directions.
- Subgrade strength and drainage analysis, may include Dynamic Cone Penetrator tests (DCP).
- Existing pavement structure analysis. Will include trenching sampling and testing

The availability of suitable conventional road construction materials and the

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

Design Standards

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

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

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

Based on Traffic Studies and projections, and geotechnical tests, the Consultant shall develop at least two and not more than three preliminary design standards for the road project, and shall ascertain the merits and drawbacks of each to determine the final standard to be adopted for the road, whose design life should be taken as 20 years. It will be necessary for the Consultant to provide comparative data for construction and maintenance costs for the different design standards considered, in order to support the final designs adopted for the project road.

The maximum axle load restrictions applicable in Kenya shall be observed by appropriate weighing method. Pavement design will be in accordance with the standards established by the Ministry in charge of Roads.

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

Preparation of maps showing the alignment alternatives.

The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale

1:200. Accuracies shall comply with the road design manual. The consultant to justify any deviation from the accuracies outlined in the manual

An analysis of the existing land use, land usage proposals or other likely developments that may take place along the road alignment, which may affect the implementation of the design.

Preliminary Cost Estimates

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

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

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

For foreign currency

- Imported equipment, materials and supplies
- Identifiable foreign components of domestic manufactured equipment, materials and supplies
- Salaries of expatriate personnel
- Profit and overheads of foreign firms where appropriate

For local currency

- Right of way acquisition including land acquisition and relocation of utilities.
- Local materials, supplies and services.
- Salaries and wages of local employees – both skilled and unskilled
- In addition, the Consultant shall present separately a detailed analysis of the taxes, levies and duties element of the cost estimates.
- A justification of the Variation of Price percentage should be provided.

Based on the above analyses and findings the Consultant shall provide for each option:

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

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

- (a) The foreign exchange component should include equipment depreciation; imported materials; wages of foreign personnel; overhead and profit of the firms that may undertake the construction of the road.
- (b) The local currency component should include the cost of right-of-way acquisition, local materials, salaries and wages of local employees and taxes. The estimates shall include price escalation and contingencies. All cost estimates (both foreign and local) shall be expressed in terms of Kenya Shillings.
- (c) For each bill item, the cost estimate should indicate the different cost components separately (labour, material, equipment, overhead and profit).

Economic Costs

The Consultant shall examine all available information on vehicle operating and road maintenance costs and shall produce valid current estimates of such costs for both “without” and “with” situations. Attention should be given in the analyses to conditions affecting costs, which are specific to the region.

Since the greatest element of measurable and quantifiable user benefits to be derived from the improvement of existing motorable roads are, in practice, derived from savings in vehicle operating costs, the consultant shall give particular attention to the development of valid current estimates of such costs. In particular, the Consultant shall ensure that all individual factor unit costs (such as vehicle prices, interest rates, tyres, fuel, crew wages, insurance, etc.) input into the economic model are derived from direct investigation of present costs.

The Consultant shall ensure that the individual parameters such as roughness, which are input into the model to determine different component cost of vehicle operations shall be those that apply to the design standard being evaluated; roughness data shall therefore, be collected for this particular road. In particular, the Consultant shall ensure that the base case (without) is

well justified and is in accordance with the existing and expected future road maintenance policies and capabilities. It is expected that where design standards evaluated in the study have significantly different parameters they will be reflected in vehicle operating costs.

The Consultant shall carefully detail in the reports all the data, assumptions, and parameters used in developing estimates for current vehicle operating costs.

For construction costs of different options including all environmental mitigative measures costs and social costs, the Consultant shall give estimates separated into foreign and local currency components.

For road maintenance costs for different identified options the Consultant shall ensure that such costs are strictly related to current and forecast traffic volumes. The Consultant shall detail in the reports all the data assumptions and parameters used to develop estimates of current and future road maintenance costs, separated into foreign and local costs following the same method as construction costs given in Paragraph 4.1.50

In determining the economic costs for all factors in the study, the Consultant shall ensure that costs are net of all taxes and duties, or any other transfer payments to Government, and shadow priced where appropriate to reflect the true scarcity value of the resources being used.

Economic Benefits

Economic benefits for each identified option shall be expressed primarily in terms of:

- i. Savings in vehicle operating cost;
- ii. Savings in road maintenance expenditure;
- iii. Residual value of the road structure at the end of the evaluation period; and
- iv. Any other factor(s) that the Consultant shall consider relevant for the analyses, e.g. employment generation, accident reduction, time saving, etc.

The last factor(s) must be of demonstrable value added within the Kenyan economy.

In view of the fact that some indirect economic and social benefits arising from the improvements in road conditions are intangible or difficult to quantify accurately, the Consultant shall undertake detailed qualitative analyses of these benefits. Only those benefits that can be firmly demonstrated in quantitative terms shall be included in the economic evaluation of the project. The remaining qualitative benefits that have not been quantified may be used as secondary justification for project implementation.

Economic Evaluation

The Consultant shall undertake evaluation of the economic viability of each option for the twenty years following the completion of the construction of the road using HDM IV as directed by the Client. The Consultant shall calibrate the HDM IV as the case may be. For this, the economic costs of the option being evaluated shall be compared with the relevant level of economic user benefits arising from implementation of the project.

The economic viability for each option shall be expressed in terms of:

- i. The Economic Internal Rate of Return;

- ii. The Net Present Value in relation to the Government's current opportunity cost of capital; and
- iii. The Benefit-Cost ratio.

The Consultant shall also express the results of the analysis in terms of the first year Rate of Return to indicate the optimum year of construction and opening of each road.

In view of the inevitable uncertainty about the precise values of some key variables of the cost/benefit equation, the Consultant shall subject these key variables to a sensitivity analysis. The Consultant shall also undertake sensitivity analysis and risk analysis for the different identified options.

Based on the results of different options, the Consultant will rank them and make recommendations for the Client and the Financiers. The recommendations will then be presented to and discussed with the Client and the Financiers.

Environmental and Social Impact Assessment and Resettlement Action Plan

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

- a) Review all existing documentation, and previous ESIA, RAP and ESMP reports pertaining to the project
- b) Concise documentation of the existing environmental and social baseline information in the project areas and their surrounding areas
- c) Concise outline of the project activities that will be undertaken during implementation of project works;
- d) Provide justification for the project taking into account the development plans at national and regional level;
- e) Identify and review national, regional and international policies, legislations and institutional frameworks governing social and environment management and relating to the project
- f) Identify and provide a description and an evaluation of possible project alternatives in terms of the technology, design and lay outs, levels of works in the works and location consideration of the project sites. The assessment of alternatives should cover assessment of the sites, routes and alignments for the project infrastructures. An analysis for each alternative in terms of cost and technical feasibility should be given and the best option justified. The analysis should include parameters considered along with weightage criteria for short-listing selected site;
- g) Conduct ecological evaluation of the available project alternatives to compare their viability taking into account a number of considerations such as environmental costs, ecological values and uses and inherent opportunity costs against each of the alternatives; Present the preferred project design option, based on the technical and ecological alternatives evaluation.
- h) Describe development activities to be undertaken in the project and map out key environmental and social impacts of the project in terms of their extent, duration

and reversibility. The ESIA should provide matching feasible mitigation measures for such impacts;

- i) Assess noise and vibration effects associated with the construction and operation of the proposed road. The assessment process should focus into various activities including construction related traffic movements; construction operations and the future operations of the road; It is expected that, noise sources in the project area include vehicular traffic ranging from motorcycles, personal vehicles, public service vehicles and heavy vehicles. Atmospheric conditions that may affect noise levels include humidity, wind direction, and wind speed. The noise assessment should be based on equivalent ambient noise levels that should not be exceeded and general recommendations for prevention and control of noise are described in the General EHS Guidelines;
- j) Conduct project public consultations and describe disclosure requirements;
- k) Identify the negative environmental and social impacts of the project and propose feasible mitigation measures to address such impacts. In doing so consideration should be made to the size and extent of the impacts based on quantitative data rather than qualitative assessment;
- l) Provide a set of recommendations for the project design to avoid and/or minimize the negative impacts and maximize the positive aspects of the project;
- m) Occupational health and safety issues during the construction, operations and decommissioning of road project and ancillary facilities are to be outlined in the ESIA in line with OHS requirements for large infrastructure in line with internationally acceptable practices and standards such as General recommendations for managing physical hazards as addressed in the OSHA 2007. This should comprehensively cover among others protections against, exposure to dust and hazardous materials that may be present in construction materials and demolition waste and a host physical hazards associated with the use of heavy equipment, or the use of explosives in line with this nature of project;
- n) Undertake Risk Assessment and propose a Disaster Management Plan including emergency evacuation during natural and man-made disaster like mud slides, rock falls, and or floods amongst others;
- o) Assess the direct and indirect impacts of the planned project activities on the environment and propose mitigation measures;
- p) Prepare an Environmental and Social Management Plan (ESMP) detailing measures for addressing potential negative environmental and social impacts of the project. In addition, the ESMP should clearly identify institutional roles, responsibilities and costs in addressing the mitigation measures that will be proposed in the ESIA; and
- q) Propose an Environmental and Social Monitoring Plan with clear monitoring indicators and institutional roles to be used in tracking the implementation and compliance of the proposed mitigation measures.

The Environmental and Social Impact Assessment (ESIA) study will be in accordance with the Environmental Management and Co-ordination Act (EMCA), CAP 387 and the

Environmental (Impact Assessment and Audit) Regulations, 2002. The consultant will assist the Client in following up and obtaining the approval and the NEMA licence. As part of the ESMMP, the consultant shall prepare a Resettlement Action Plan (RAP) which will entail the following: -

- a. Provide the Statutory Framework for RAP
- b. Social Assessment and Socio-economic Surveys of Project Affected Persons (PAPs)
- c. Census and Inventory Survey complete with a GIS map of all affected assets in relation to the road alignment
- d. Determine Eligibility Criteria for various categories of affected people
- e. Develop a well thought out Entitlement Matrix for proposed Resettlement and Compensation Policy
- f. Undertake a full census and Valuation of all Affected Assets and prepare a separate Valuation Report satisfactory to the client, capturing amongst others the name of the owner of the asset, the GPS coordinates of each property, photo of asset, description, value, unit rate, and all other standard aspects in RAP valuation.
- g. Propose Organisational Arrangements and Procedures for Delivery of Entitlements
- h. Undertake Consultation with and include Participation of Affected People
- i. Propose an effective Grievance Redress Mechanism, and form the lowest level PAPs committees with a minimum representation of the Chief, One opinion leader, One woman, one man, one youth and one special attention groups person
- j. Propose a justified Budget to operationalise the RAP
- k. Prepare Monitoring and Evaluation Arrangements, complete with measurable, realistic and parameters and timelines
- l. Propose an Implementation Schedule, with all the activities clearly showing their timelines
- m. Secure Formal Acceptance/Consent from PAPs
- n. Undertake public consultation and disclosure with the stakeholders and PAPs
- o. Preparation and submission of detailed RAP report, in all the stages from inception, to preliminary to draft final, to Final, all complete with matrices of how comments raised by the Client have been addressed.

The Consultant shall provide the resources necessary for carrying out the ESIA and RAP studies and include the costs in the financial proposals.

4.3 Stage 2: Detailed Engineering Design Review

A. Detailed Engineering

After approval of the preliminary design review of the project road by the Director (Highway Design and Safety), the Consultant shall prepare a detailed engineering design review for the construction of the project road, complete with cost estimates on the basis of standards agreed upon with the Director (HDS). A draft review shall be undertaken by the Consultant for

approval by the Client before the final report can be submitted. The detailed Engineering Design work shall include but not be limited to:

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

Field Surveys

The Consultant shall carry out the necessary surveys in order to check the designed alignment and to determine the accurate centreline. The centreline shall be set out, cross-sectioned and benchmarks established. No major deviations from the alignment recommended in the initial engineering study shall be made without the approval of the Director (HDA). The Consultant shall be responsible for the accuracy of all survey data and established benchmarks.

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

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

The following engineering investigations shall be carried out: -

- a) Ground reconnaissance survey to locate the position of the road and related town/market roads, and to indicate them on a plan.

- b) Concreted beacons shall be firmly sited, referenced and shall be as agreed by the Director (HDS).
- c) The geometric characteristics of the centre-line shall be computed and defined. Staking-out data will also be given for points at the regular intervals along the curves and the longer tangent alignments. Vertical alignments will be defined and computed. The consultant shall be responsible for the accuracy of the setting out data up to the pre-construction stage and will be required to set out the road with the client's surveyor.
- d) Detailed site investigations and hydrological surveys shall be carried out at all bridge and box culvert sites, including a sufficient length upstream and downstream to enable the hydraulic design of the structure to be carried out. All topographical surveys undertaken by the Consultant shall be to generally accepted international standards for such work, and after approval by the Director (HDS), shall become recorded in standard survey field books that shall become the property of the Government at the completion of the work.
- e) Land acquisition reports and drawings in the format prescribed by the Director (Highway Design and Safety). A detailed mapping of properties abutting the road and boundary features will be done and a topo-cadastral drawing developed. Fixed boundaries to be mapped by way of vectorising coordinates while general boundaries to be picked on the ground with the aid of Registry Index Maps and Preliminary Index Diagrams.

Soils and Materials Investigation

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

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

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

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

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

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

Drainage and Bridge Site Investigation

Hydrological studies shall be carried out on all drainage structures proposed in the initial design by use of available maps and field investigation.

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

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

All existing data and the result of the field investigations for soils, foundations, hydrology, etc., shall be assessed and used as a basis for the design of drainage and bridge structures. Detailed hydraulic computation and structural designs shall be fully documented.

Detailed designs shall be prepared for all drainage structures having spans of 10 metres or greater. Structures of spans less than 10 metres shall be specified as standard type structures, which shall be fully designed.

Bridges shall be designed to a width and loading as agreed with the Director (HDS).

Geometric Design Requirements

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

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

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

Earthworks and Pavements

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

Traffic Engineering Design

A detailed traffic engineering analysis shall be undertaken to specify the design of necessary traffic control features. This analysis shall include detailed traffic assignments, including where appropriate design traffic forecasts for major intersection. Based on the traffic assignments, the Consultant shall conduct intersection capacity analyses and related traffic studies to determine the location of signs, signals as necessary, pavement markings, and other control features. Traffic studies will include:

- (i) existing traffic composition, occupancy and classified volume counts
- (ii) origin – destination studies
- (iii) Forecasts of annual average daily traffic composed of normal, generated and diverted flows, by appropriate vehicle types
- (iv) Axle load surveys
- (v) Delay time studies

Construction Water

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

Engineering Plans

Based on the above, the Consultant shall prepare the following engineering plans for the project, using a format and title sheets as required by the Director (HDS), the originals becoming the property of the Government:

- a) Plan and Profile, scales, 1:2,500 and 1:250 showing natural ground levels; horizontal and vertical curve details; running chainages; cross-section chainages; side drain location; description and reference to all drainage and bridge works location of benchmarks; location of road furniture; contour lines superimposed on plans; any other relevant information approved by the Director (Development). Typical cross-sections, scales 1:25 showing: all details of road cross-sections in cut and fills; side drains; pavement thickness, camber, super-elevation; and pavement widening.
- b) Typical culverts showing: details of all types of culverts and other drainage structures with opening less than 12 m², their inlets and outlets, and any necessary protection work.
- c) Major structures: detailed engineering design plans shall be produced at appropriate scales for all bridge structures with spans of 10 metres or greater, including, inter-alia, contoured site plans, sub-structure and foundation details, protective or ancillary works, and bar bending schedule.
- d) Soil plan: an alignment soils plan shall be produced showing the characteristics of soils for various sections of the route. A plan showing the locations of borrow and

quarry sites shall also be produced, including a materials utilization chart.

- e) Ancillary works: A plan for all other ancillary works shall be prepared.
- f) Land acquisition plans: these shall be to a scale of 1:2500 and shall indicate all the plot boundary intersections with the proposed road reserve and accurate to 1 m. They shall also be accompanied by a list showing the plot numbers affected, owners' names and area to be acquired. Land acquisition reports and drawings in the format prescribed by the Director (HDS).
- g) Service relocation plan developed from a utility map prepared to the same scale as adopted for the profile drawings for the horizontal alignment of the road

Creation of a Geographic Information System

All the topographical features picked and generated from the project including the horizontal alignment, survey control points, road assets, utilities, road edge and properties Nos (with map reference Nos, registered owner, acquired areas) are converted to GIS formats for integration into the clients GIS System.

The contract details should be tagged to the proposed designed centreline. The pavement design at different locations along the alignment to be tagged to the alignment

Road Safety Audit

The Consultant shall undertake a Road safety audit of the initial design and the existing alignment to address any emerging road safety issues or gaps that may have not been addressed by the initial design. In so doing, the Consultant shall collect baseline road safety data along the project road in the format prescribed by the Director (HDS)

Projects Cost Estimates

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

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

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

For foreign currency

- Imported equipment, materials and supplies
- Identifiable foreign components of domestic manufactured equipment,

materials and supplies

- Salaries of expatriate personnel
- Profit and overheads of foreign firms where appropriate

For local currency

- Right of way acquisition
- Local materials, supplies and services.
- Salaries and wages of local employees – both skilled and unskilled
- In addition, the Consultant shall present separately a detailed analysis of the taxes, levies and duties element of the cost estimates.
- A justification of the Variation of Price percentage should be provided.

A. Environmental and Social Impact Assessment and Resettlement Action Plan

The Consultant shall review the ESIA and RAP Reports prepared during the initial design by conducting analyses which shall detail the any gaps that may have arisen or that may not have been identified in the ESIA report. The Consultant shall be required to:

- i. update the ESMP to minimize any undesirable effects resulting from improvements of the road
- ii. update the RAP reports after undertaking census and inventory survey complete with a GIS map of all affected assets in relation to the road alignment.

The analyses shall include, but not limited to the following:

- a. Review all existing documentation, and previous ESIA, RAP and ESMP reports pertaining to the project
- b. Concise documentation of the existing environmental and social baseline information in the project areas and their surrounding areas
- c. Concise outline of the project activities that will be undertaken during implementation of project works;
- d. Provide justification for the project taking into account the development plans at national and regional level;
- e. Identify and review national, regional and international policies, legislations and institutional frameworks governing social and environment management and relating to the project
- f. Conduct ecological evaluation of the project to assess its viability taking into account a number of considerations such as environmental costs, ecological values and uses and inherent opportunity costs.
- g. Describe development activities to be undertaken in the project and map out key environmental and social impacts of the project in terms of their extent, duration and reversibility. The ESMP should provide matching feasible mitigation measures for such impacts;
- h. Assess noise and vibration effects associated with the construction and operation of the proposed road. The assessment process should focus into

various activities including construction related traffic movements; construction operations and the future operations of the road; It is expected that, noise sources in the project area include vehicular traffic ranging from motorcycles, personal vehicles, public service vehicles and heavy vehicles. Atmospheric conditions that may affect noise levels include humidity, wind direction, and wind speed. The noise assessment should be based on equivalent ambient noise levels that should not be exceeded and general recommendations for prevention and control of noise are described in the General EHS Guidelines;

- i. Conduct project public participation and consultations on the positive & negative impacts of the project and describe disclosure requirements;
- j. Identify the negative environmental and social impacts of the project and propose feasible mitigation measures to address such impacts. In doing so consideration should be made to the size and extent of the impacts based on quantitative data rather than qualitative assessment;
- k. Conduct biodiversity baseline survey within the project area of influence (25km radius from the project)
- l. Conduct animal movement/migration baseline assessment to identify foreseeable project-related impacts on large and small animal movement / migration and recommend specific, actionable avoidance and mitigation measures, especially where the road crosses near or through protected areas per the recommended proximity-based thresholds as follow;
 - 0 to 5 km from the project road (higher impact);
 - 5 to 10 km from the project road (medium impact); and
 - 10 to 25 km from the project road (lower impact).

This assessment should be informed by existing, public roadkill data collected by the GoK and local environmental conservation organizations; peer-reviewed scientific research on road-related behavior of animals in coastal East Africa; and other relevant data and information.

- m. Develop a biodiversity offset program in accordance with the principles established by the Business and Biodiversity Offsets Program, including Principle 6, which addresses stakeholder participation in the evaluation, selection, design, implementation and monitoring of the offset
- n. Suggest ways to connect the offset with existing protected areas, especially the Arabuko-Sokoke Forest Reserve per the IUCN Guidelines for Conserving Connectivity.
- o. Conducting an Ecosystem Services Review that assesses, at a minimum:
 - Sea level-related risks between Kilifi and Malindi;
 - Groundwater recharge around Mida Creek; and
 - Erosion control in the Galena / Sabaki River area.

The Ecosystem Services Review should identify and define any priority

ecosystems services and prescribe measures to avoid and mitigate impacts on them throughout the life of the project. The Ecosystem Services Review should cover, as much as possible, ancillary facilities (such as quarries, borrow pits, crusher plants, asphalt plants, water bore holes, labor camps and dumpsites) as the scope and location of such facilities can profoundly impact ecosystem integrity.

The Ecosystem Services Review should inform the Detailed Engineering Design and any avoidance and mitigation measures should be budgeted for in relevant documents, e.g. Environmental and Social Management Plan, Bill of Quantities in the construction contract, etc.

- p. Development of a Heritage Impact Assessment and a Cultural Heritage Management Plan for both tangible and intangible cultural heritage. The assessment and management plan should define and broadly address cultural heritage terms; provide an overview of previously documented heritage sites in the project's area of influence; determine low- and high-risk archaeological areas; and create implementation timelines, estimates of resources, and other relevant content within OS 1 and associated Guidance Materials.
- q. Design a Livelihood Restoration Plan (LRP) in coordination with local communities and relevant government institutions. The LRP should explicitly state how it aims to equally benefit women.
- r. Prepare a budget for implementation of the Livelihood Restoration Plan.
- s. Provide a set of recommendations for the project design to avoid and/or minimize the negative impacts and maximize the positive;
- t. Occupational health and safety issues during the construction, operations and decommissioning of road project and ancillary facilities are to be outlined in the ESIA in line with OHS requirements for large infrastructure in line with internationally acceptable practices and standards such as General recommendations for managing physical hazards as addressed in the OSHA 2007. This should comprehensively cover among others protections against, exposure to dust and hazardous materials that may be present in construction materials and demolition waste and a host physical hazards associated with the use of heavy equipment, or the use of explosives in line with this nature of project;
- u. Undertake Risk Assessment and propose a Disaster Management Plan including emergency evacuation during natural and man-made disaster like mud slides, rock falls, and or floods amongst others;
- v. Undertake a detailed analysis of the climate change scenarios on the project as well as the project's potential impacts on downstream ecosystems and the socio-economic framework. The Consultant should analyze climate change and climate variations, investigating matters such as high abnormal precipitation, changes in flow regime (volumes, seasonal variation), sediment transport and

re-sedimentation and their impact on the project. Further the Consultant should present climate adaptation and resilience measures.

- w. Assess the direct and indirect impacts of the planned project activities on the environment and propose mitigation measures;
- x. Prepare an updated Environmental and Social Management Plan (ESMP) detailing measures for addressing potential negative environmental and social impacts of the project. In addition, the ESMP should clearly identify institutional roles, responsibilities and costs in addressing the mitigation measures that will be proposed in the ESIA; and
- y. Propose an Environmental and Social Monitoring Plan with clear monitoring indicators and institutional roles to be used in tracking the implementation and compliance of the proposed mitigation measures.

The Environmental Impact Assessment (EIA) study will be in accordance with the Environmental Management and Co-ordination Act (EMCA), CAP 387 and the Environmental (Impact Assessment and Audit) Regulations, 2002.

The Consultant shall prepare an updated Resettlement Action Plan (RAP) which will entail the following: -

- a. Provide the Statutory Framework for RAP
- b. Social Assessment and Socio-economic Surveys of Project Affected Persons (PAPs) including those along the proposed bypass and services roads captured as part of the additional scope
- c. Census and Inventory Survey complete with a GIS map of all affected assets in relation to the road alignment.
- d. Determine Eligibility Criteria for various categories of affected people
- e. Develop a well thought out Entitlement Matrix for proposed Resettlement and Compensation Policy.
- f. Undertake a full census and Valuation of all Affected Assets and prepare a separate Valuation Report satisfactory to the client, capturing amongst others the name of the owner of the asset, the GPS coordinates of each property, photo of asset, description, value, unit rate, and all other standard aspects in RAP valuation.
- g. Propose Organizational Arrangements and Procedures for Delivery of Entitlements
- h. Undertake Consultation with and include Participation of Affected People
- i. Propose an effective Grievance Redress Mechanism, and form the lowest level PAPs committees with a minimum representation of the Chief, One opinion leader, One woman, one man, one youth and one special attention groups person
- j. Propose a Budget to operationalize the RAP
- k. Prepare Monitoring and Evaluation Arrangements, complete with measurable,

realistic and parameters and timelines

- l. Propose an Implementation Schedule, with all the activities clearly showing their timelines
- m. Secure Formal Acceptance/Consent from PAPs
- n. Undertake public consultation and disclosure with the stakeholders and PAPs
- o. Preparation and submission of detailed RAP report complete with matrices of how comments raised by the Client have been addressed.

The Consultant shall provide the resources necessary for carrying out the ESIA and RAP studies and include the costs in the financial proposals.

Scope

The ESIA will be carried out in compliance with the Government of Kenya's Environmental Management & Co-ordination Act of 1999 and the Environmental (Impact Assessment & Audit) Regulations, June 2003, among other relevant laws, regulations, and guidelines standards, as well as the Bank's Environmental and Social Assessment Procedures.

The scope of services to be undertaken by the Consultant shall include but not limited to the following:

Task 1. Description of the baseline environment: The Consultant is required to collect, collate and present baseline information on the environmental and social characteristics of the existing situation in the proposed route. This description involves:

- a) *Physical environment* (topography, landforms, geology, soils, climate and meteorology, air quality, hydrology, etc.).
- b) *Biological environment* (i.e., flora and fauna types and diversity, endangered species, sensitive habitats, etc.).
- c) *Social and cultural environment*, including present and projected, where appropriate (i.e., population, land use, planned development activities, community structure, gender, employment and labour market, sources and distribution of income, cultural properties, etc.). This shall also include identification of any resettlement and compensation needs that could trigger the need to prepare a Resettlement Action Plan (RAP)

Task 2. Detailed Description of the Proposed Project: The Consultant is to concisely describe the proposed project, its geographic location, ecological, general layout of facilities including maps at appropriate scale where necessary.

Task 3. Legislative and Regulatory Framework: The Consultant shall identify and describe all pertinent regulations and standards governing the environmental quality, solid and liquid waste management, health and safety, protection of sensitive areas, land use control at the national and local levels and ecological and socio-economic issues. Compliance issues should also be stated.

Task 4. Identify potential environmental and social impacts that could result from the project:

The Consultant shall analyse and describe all significant environmental and social impacts expected due to the proposed project. These would encompass environmental, ecological and social impacts, both positive and negative, as a result of interaction between the proposed project and the environment that are likely to bring about changes in the baseline environmental and social conditions discussed in Task 1. The Consultant shall differentiate between short, medium and long-term impacts. During the analysis, the consultant shall consider both biophysical and socio-economic factors that will include the impacts of: Population change and migration; Socio-economic characteristics of the difference target groups along the proposed route; Forms of social organization and co-operation; Physical and social infrastructure; Change in economic activities; Development resources; Vegetation clearance; Mechanical disturbance; Removal of structure /sites; Effects on flora and fauna; Air quality; Improved access; Accident rates; and Visual/aesthetic change.

Task 5. Occupational Safety & Health concerns: The Consultant shall analyse and describe all occupational health and safety concerns likely to arise as a result of construction and operations of the proposed facility. The Consultant shall make recommendations on corrective and remedial measures to be implemented under the environmental and social management plan. The Consultant will include emergency/disaster preparedness plans for the project.

Task 6. Carry out public participation and consultations on the positive and negative impacts of the project: The Consultant shall carry out a social due diligence which will involve a description of the social, economic and cultural status of the project area. The Consultant shall organize forums for public participation to enable interested & affected parties, including Civil Society Organizations/NGOs, to present their concerns and opinions regarding the proposed project. Deliberate efforts will also be made to ensure inclusion of women in the public consultation. The views of the public will be solicited and incorporated in the main actual report.

Task 7. Climate Change concerns: The Consultant shall analyse and describe impact of climate change on the project specifically: change of average ambient temperature and its impact on the pavement; changes in amount, type and seasonal/annual distribution of precipitation in the project area and the upstream / downstream watersheds and the sea level rise, changes of upstream / downstream hydrological parameters, notably flow rates and sedimentary load and their seasonal / annual distribution and their impact the drainage structures and pavement ;review the data on the past climate change in the region and all available future climate change forecasts and assess their impact; review the CO2 emission data and present projections pre project, during project and post project implementation. Further the Consultant should present climate adaptation and resilience measures that should be implemented.

Task 8. Propose Mitigation Measures to the identified environmental and social impacts. The consultant shall come up with the feasible mitigation measures for the negative impacts that could result from the proposed project.

Task 9. Development of Environmental and Social Management Plan to mitigate negative impacts: The Consultant shall develop a comprehensive Environmental and Social Management Plan (ESMP). The plan should recommend a set of mitigation, monitoring and institutional measures to eliminate, minimize or reduce to acceptable levels of adverse environmental impacts and/or maximize socio-economic benefits. The Consultant shall provide cost outlays for the proposed measures as well as their institutional and financial support.

Task 10. Development of Environmental and Social Monitoring Plan: The Consultant is required to give specific descriptions, and technical details, of monitoring measures, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, and definition of thresholds that will signal the need for corrective actions as well as deliver monitoring and reporting procedures. The Consultant will provide time frames and implementation mechanisms, staffing requirements and cost outlays.

Environmental & Social Impact Assessment Report: The main output shall be an Environmental & Social Impact Assessment Report. The report shall be in the English Language and has to be clear and concise. The report will be in a format acceptable to KeNHA and NEMA. More specifically, it will be expected to include the following, which are also indicative of the depth of the scope

1. *Executive Summary:* This shall include a concise description of the proposed project; environmental setting, highlight of key findings and recommended mitigation and monitoring procedures.
2. *Policy, Legal and Administrative/Institutional Framework:* This shall include a detailed description of existing legislation, regulation and policy governing solid and liquid waste management, air emissions, environmental quality, social, health and safety among others. The level of compliance to the applicable laws and corporate environment, social, safety and health policy shall be clearly stated.
3. *Methodology:* A description of the methodology used by the consultant to carry out the study shall be well stated.
4. *Description of the proposed project:* The consultant shall give project introduction covering a short description of the proposed project activities (construction, operations and maintenance); identify the project sponsor and a brief history of the project.
5. Environmental and Social Impacts identification, assessment and impact significance ranking.
6. *Public Consultation:* Provide a summary of steps taken to consult local populations, interested parties, and government agencies; with key concerns of each party being included.
7. Identification of potential positive and negative/adverse environmental and social impacts that will arise as a result of implementing the project
8. *Impact mitigation measures and Environmental and Social Management Plan:* This shall include proposals of feasible mitigation measures, adequate ESMP and the cost of impact mitigation

9. *Climate Change:*

This shall include a description of the impacts of climate change on infrastructure, identification of adaptation and resilience solutions

10. Major Conclusions and Recommendations.

11. *References:* All sources of information shall be clearly documented with clear names and proper locations under references.

12. Appendices.

The Consultant shall present the report to the National Environment & Management Authority (NEMA) for approval in the required number of copies.

Schedule of the ESIA assignment and Deliverables

The consultant is expected to indicate clearly assignment critical milestones, with timing for each activity; taking into account the duration of the entire project implementation period.

The expected schedule of the assignment – please refer to the schedule of reporting in the main document

The consultant will submit to the copies as indicated in the Main ToR and distributed as below:

- (a) Three (3) copies of ESIA draft report.
- (b) Three (3) copies of final ESIA report incorporating the client's comments on the ESIA draft report. Ten of these copies will be submitted to NEMA for approval and 1(one) copy to ADB.

The report shall also be provided in CD-ROM in Microsoft Word for text, Microsoft Excel for tables/graphs and spreadsheets and AutoCAD for drawings.

In addition to the above, the Consultant would, however, outline the scheduling of activities such as to include:

- (a) Preliminary meetings and inception activities
- (b) Field visits.
- (c) Public consultative forums
- (d) Reports preparation and submission of deliverables to the Client and
- (e) Any anticipated constraints likely to affect the desired timeframe.

Composition of the ESS Consulting Team

The Consultant's ESIA team is expected to comprise of the following additional professional skills as Support staff and cost included in the financial proposal:

- a) Occupational Health and Safety Expert
- b) Zoologist/Ecologist

The qualifications and experience of the above staff shall be equivalent to those of the environmentalist.

B. Resettlement Action Plan

General

To ensure that the above project is implemented in an environmentally and socially sustainable manner, the Consultant will be required to prepare a Resettlement Action Plan for the proposed project in line with Bank's Policy and guidelines on involuntary resettlement.. The preparation of the RAP is to identify Project Affected Populations (PAPs), the assets that will be affected, social impacts on the PAPS and community and offer social safeguard measures and minimize the impacts of Resettlement on the livelihoods of the PAPs.

The Consultant's key staff selected to undertake the Services shall have had extensive experience in preparation of Resettlement Action Plans to the Bank standards of major infrastructure assignments especially road projects.

Objectives

The objectives of the Resettlement Action Plan will be as follows: -

- To identify all potential project affected persons and the impacts of the proposed projects on their livelihoods and recommend measures to minimize Resettlement effects and safeguard livelihoods.
- To carry out a socio-economic survey to generate baseline data for monitoring and evaluation during project implementation period.
- To carry out an asset inventory survey of all potential assets that will be affected by the proposed projects
- To verify compliance with the Bank's Involuntary Resettlement Policy and any other national Relocation and Resettlement Regulations that govern the industry
- To provide guidelines to stakeholders participating in the minimizing resettlement impacts of the project
- To recommend cost effective measures to be implemented to safeguard the livelihoods. To prepare a Resettlement Action Plan (RAP) report compliant to the Bank and KeNHA Regulations.

The Resettlement Action Plan is expected to cover the elements below, as relevant. When any element is not relevant to project circumstances, it should be noted in the resettlement plan.

1. Description of the project.

General description of the project and identification of the project area.

Potential impacts of the road.

Identification of

- (a) the project component or activities that give rise to resettlement;
- (b) the zone of impact of such component or activities;
- (c) the alternatives considered to avoid or minimize resettlement; and

- (d) the mechanisms established to minimize resettlement, to the extent possible, during project implementation.

Objectives.

The main objectives of the resettlement program.

2. Socio-economic, census and asset survey studies.

The findings of socioeconomic studies to be conducted in the early stages of project preparation and with the involvement of potentially project affected people, including

- (a) The results of a census survey covering

- current occupants of the affected area to establish a baseline for the design of the resettlement program and to exclude subsequent inflows of people from eligibility for compensation and resettlement assistance;

- (b) The results of the socio economic survey

- social characteristics of the potential PAPs, including a description of production systems, labour, and household organization; and baseline information on livelihoods (including, as relevant, production levels and income derived from both formal and informal economic activities) and standards of living (including health status) of the displaced population;
- the magnitude of the expected loss (total or partial) of assets, and the extent of displacement, physical or economic;
- social infrastructure and services
- Information on vulnerable groups or persons as provided for in [OP 4.12, para. 8](#), for whom special provisions may have to be made; and
- Provisions to update information on the displaced people's livelihoods and standards of living at regular intervals so that the latest information is available at the time of their displacement.
- Attitude to the project

- (c) The results of the impact survey describing the following

- land tenure and transfer systems, scope of land acquisition, distribution of land acquisition in administrative units, nature of land to be acquired for the project, including an analysis of development status of land owned by individual PAP households, analysis of likely extent of damage to assets, analysis of potential displacement of livelihoods; inventory of common property natural resources from which people derive their livelihoods and sustenance, non-title-based usufruct systems (including fishing, grazing, or use of forest areas) governed by local recognized land allocation mechanisms, and any issues raised by different tenure systems in the project area,
- the patterns of social interaction in the affected communities, including social networks and social support systems, and how they will be affected by the project;
- analysis of potential displacement of communal assets including public infrastructure and social services that will be affected; and

- social and cultural characteristics of displaced communities, including a description of formal and informal institutions (e.g., community organizations, ritual groups, nongovernmental organizations (NGOs)) that may be relevant to the consultation strategy and to designing and implementing the resettlement activities.

3. Legislative and Regulatory Framework

The findings of an analysis of the legal framework, covering

- (a) the scope of the power of eminent domain and the nature of compensation associated with it, in terms of both the valuation methodology and the timing of payment;
- (b) the applicable legal and administrative procedures, including a description of the remedies available to displaced persons in the judicial process and the normal timeframe for such procedures, and any available alternative dispute resolution mechanisms that may be relevant to resettlement under the project;
- (c) relevant law (including customary and traditional law) governing land tenure, statutory mechanism for land acquisition, valuation of assets and losses, compensation, and natural resource usage rights; customary personal law related to displacement; and environmental laws and social welfare legislation;
- (d) laws and regulations relating to the agencies responsible for implementing resettlement activities;
- (e) gaps, if any, between local laws covering eminent domain and resettlement and the Bank's resettlement policy, and the mechanisms to bridge such gaps; and
- (f) any legal steps necessary to ensure the effective implementation of resettlement activities under the project, including, as appropriate, a process for recognizing claims to legal rights to land including claims that derive from customary law and traditional usage (see [OP 4.12, para.15 b](#)).
- (g) commonalities between GoK, and the Bank guidelines, basis for effecting payment outside Kenyan legal system.

4. Institutional Framework

The findings of an analysis of the institutional framework covering

- (a) the identification of agencies responsible for resettlement activities and NGOs that may have a role in project implementation;
- (b) an assessment of the institutional capacity of such agencies and NGOs; and
- (c) any steps that are proposed to enhance the institutional capacity of agencies and NGOs responsible for resettlement implementation.

5. Determine Eligibility

Definition of displaced persons and criteria for determining their eligibility for compensation and other resettlement assistance, including relevant cut-off dates.

6. Valuation of and compensation for losses

The methodology to be used in valuing losses to determine their replacement cost; and a description of the proposed types and levels of compensation under local law and such supplementary measures as are necessary to achieve replacement cost for lost assets.

7. Propose Resettlement measures and entitlement matrix.

A description of the packages of compensation and other resettlement measures that will assist each category of eligible displaced persons including the vulnerable populations to achieve the objectives of the policy. In addition to being technically and economically feasible, the resettlement packages should be compatible with the cultural preferences of the displaced persons, and prepared in consultation with them.

8. Site selection, site preparation, and relocation.

Alternative relocation sites considered and explanation of those selected, covering

- (a) institutional and technical arrangements for identifying and preparing relocation sites, whether rural or urban, for which a combination of productive potential, locational advantages, and other factors is at least comparable to the advantages of the old sites, with an estimate of the time needed to acquire and transfer land and ancillary resources;
- (b) any measures necessary to prevent land speculation or influx of ineligible persons at the selected sites;
- (c) procedures for physical relocation under the project, including timetables for site preparation and transfer; and
- (d) legal arrangements for regularizing tenure and transferring titles to resettlers.

9. Housing, infrastructure, and social services.

Plans to provide (or to finance resettlers' provision of) housing, infrastructure (e.g., water supply, feeder roads), and social services (e.g., schools, health services); plans to ensure comparable services to host populations; any necessary site development, engineering, and architectural designs for these facilities.

10. Propose Mitigation Measures for Environmental protection and management.

A description of the boundaries of the relocation area; and an assessment of the environmental impacts of the proposed resettlement and measures to mitigate and manage these impacts (coordinated as appropriate with the environmental assessment of the main investment requiring the resettlement).

11. Carry out Public Participation and Community participation.

Involvement of resettlers and host communities,

- (a) a description of the strategy for consultation with and participation of resettlers and hosts in the design, implementation of the resettlement activities and modalities for disclosure;
- (b) A plan for CSO engagement in the resettlement planning process;
- (c) a summary of the views expressed and how these views were taken into account in preparing the resettlement plan;
- (d) a review of the resettlement alternatives presented and the choices made by displaced persons regarding options available to them, including choices related to forms of compensation and resettlement assistance, to relocating as individuals families or as

parts of pre-existing communities or kinship groups, to sustaining existing patterns of group organization, and to retaining access to cultural property (e.g. places of worship, pilgrimage centers, cemeteries); and

- (e) institutionalized arrangements by which displaced people can communicate their concerns to project authorities throughout planning and implementation, and measures to ensure that such vulnerable groups as indigenous people, ethnic minorities, the landless, and women are adequately represented.

12. Propose Measures for Integration with host populations

Measures to mitigate the impact of resettlement on any host communities, including

- (a) consultations with host communities and local governments;
- (b) arrangements for prompt tendering of any payment due the hosts for land or other assets provided to resettlers;
- (c) arrangements for addressing any conflict that may arise between resettlers and host communities; and
- (d) any measures necessary to augment services (e.g., education, water, health, and production services) in host communities to make them at least comparable to services available to resettlers.

13. Propose Grievance Redress procedures

Affordable and accessible procedures for third-party settlement of disputes arising from resettlement; such grievance mechanisms should take into account the availability of judicial recourse and community and traditional dispute settlement mechanisms.

14. Organizational responsibilities

The organizational framework for implementing resettlement, including identification of agencies responsible for delivery of resettlement measures and provision of services; arrangements to ensure appropriate coordination between agencies and jurisdictions involved in implementation; and any measures (including technical assistance) needed to strengthen the implementing agencies' capacity to design and carry out resettlement activities; provisions for the transfer to local authorities or resettlers themselves of responsibility for managing facilities and services provided under the project and for transferring other such responsibilities from the resettlement implementing agencies, when appropriate

15. Prepare an Implementation schedule.

An implementation schedule covering all resettlement activities from preparation through implementation including target dates for the achievement of expected benefits to potential PAPs and hosts and terminating the various forms of assistance. The schedule should indicate how the resettlement activities are linked to the implementation of the overall project.

16. Provide Resettlement Costs and budget.

Estimated costs of the resettlement process and total budget for the RAP in tables showing itemized cost estimates for all resettlement activities, including allowances for inflation, population growth, and other contingencies; timetables for expenditures; sources of funds;

and arrangements for timely flow of funds, and funding for resettlement, if any, in areas outside the jurisdiction of the implementing agencies.

17. Propose Measures for Monitoring and Evaluation.

Arrangements for internal monitoring of resettlement activities by the implementing agency, supplemented by independent external monitoring as considered appropriate by the Bank, to ensure complete and objective information; performance monitoring indicators to measure inputs, outputs, and outcomes for resettlement activities and means of verification; involvement of the displaced persons in the monitoring process; evaluation of the impact of resettlement for a reasonable period after all resettlement and related development activities have been completed; using the results of resettlement monitoring to guide subsequent implementation.

18. Resettlement Action Plan Report

The main output shall be a Resettlement Action Plan Report. The report shall be in the English Language and has to be clear and concise. The report will be in a format acceptable to KeNHA and the Bank.

C. Gender Analysis

Introduction

The purpose of this is to develop strategies to promote gender equality in the road infrastructure development. The focus is to enhance understanding on the gender dimensions of road infrastructure development in the surrounding communities, through identification of barriers to women's full participation in economic development. The emphasis is to determine strategic solutions to address the different needs and gender dynamics of the population living along the project.

Tasks

- i. The Consultant shall conduct a Gender analysis of the road project in so far as the road influence the lives of women, children, the elderly and the disabled, and quantify the benefits which would accrue to them during and after the construction of the road.
- ii. The Consultant shall indicate the positive and negative effects of the development of the road section on this target group and shall recommend appropriate modifications to minimize any negative effects.
- iii. The Consultant shall collect data on different economic and social characteristics of the target population and identify tasks currently undertaken by the target group that could be affected by the project; include the division of time and labour by gender and age to accomplish tasks, and proportion of time spent on transportation related activities.
- iv. The Consultant shall consult women, children and elderly as to the effects of the infrastructure system on them; reduction in time spent transporting fuel, water and produce; type of appropriate technology needed to improve transportation and its

- effects on employment; ownership of transport vehicles; and savings in transport cost.
- v. The Consultant shall identify those who are now providing transport services and how they will be affected; effects on target groups access to employment, education, health and community services, and recreation.
 - vi. The Consultant will assess the extent to which transportation project will affect target groups control over economic resources and the family budget.
 - vii. The Consultant shall demonstrate how the project can respond to the needs of target group either by adjusting the location, the timing and the support services; and how they may participate in project management.
 - viii. The Consultant shall identify the road project components that would help the target population benefit from the project including improving the general layout and traffic movement

5 CONDUCT OF WORK

The Consultant will be expected to be fluent in English Language and be able to work closely with KeNHA's staff and other third parties relevant to the assignment. All documentation shall be in English. The Consultant shall undertake not to reveal to unauthorized parties nor to use in any way the technical information e.g. procedures, data, plans, drawings, equipment findings and recommendations, which will be placed at its disposal by KeNHA and other stakeholders, or which in any case comes to the Consultant's knowledge during the execution of this assignment.

The Consultant will be required to adhere to KeNHA's Safety, Health and Environment (HSE) requirements.

5.1 Transfer of Knowledge (Training)

KeNHA wishes to promote skills development, lesson learning and knowledge sharing across the consulting and contracting community in Kenya as such KeNHA considers transfer of knowledge to be about supporting KeNHA to improve and increase the knowledge base and performance of the Kenyan road sector as a whole.

- i. KeNHA will deploy Two (2) No. Graduate Engineers to the Consultant to train them on various aspects of engineering design as part of professional development and prepare them for registration as professional Engineers.
- ii. The Consultant to submit detailed programme of training that clearly articulates how nominated trainees from KeNHA shall be trained by the Consultant on all design aspects and timelines for each design aspects for Client's review and approval.
- iii. The Consultant to secure a place in their office with table, desks and a dedicated computer with necessary design softwares for the training of the trainees during whole contract period.
- iv. The Consultant to facilitate the trainees for field works and laboratories for material testing and investigations
- v. The Consultant to ensure that the trainees prepare and submit training reports both at Preliminary and Detailed design stages. In addition to prepare and submit a final design report that suits for presentation to Engineers Board of Kenya (EBK) and/or Institution of Engineers of Kenya (IEK) for registration as a Professional Engineer with EBK and as a Corporate Member of IEK.
- vi. In financial submission, the bidders are therefore required to include a **lump sum amount Kshs. 5,000,000** for training which the consultant would be expected to submit utilization work plan for clients' approval before its expenditure.

5.2 Improvement of Terms of Reference

The Consultant may offer suggestions and improvements to the Terms of Reference that he/she considers will result in better implementation of the project. Such proposals if

accepted will form part of the Terms of Reference of the assignment. The effect on time and cost estimates given under the above clause shall be clearly identified

6 REPORT AND TIME SCHEDULE

6.1 Commencement

The Consultant shall commence the study as specified in Clause 13.1 of the Special Conditions of Contract.

6.2 Reports

The Consultant shall prepare and submit to the Director (Highway Design and Safety) the following reports. All reports shall be in English and prepared on A4 metric size paper, unless otherwise stated, and be submitted in **Three (3) hard copies** together with **Two (2) soft copies on portable hard drives for all reports.**

Stage 1: Preliminary Design Review Report

a) Inception Report: – 3 copies.

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

b) Progress Reports: – 3 copies.

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. These shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them.

c) Preliminary Design Review Report– 3 copies

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

d) Preliminary Road Safety Assessment Report–3 copies

This report shall consist of road safety observations by the Consultant on the initial design as well as findings of a road safety assessment of the existing alignment. A baseline study on road crashes is to be included, that will assist the Client in undertaking a post-project completion audit. The findings of this report shall be used to inform the Client on proposed improvements to be made to the final engineering design.

e) Preliminary Environmental and Social Impact Assessment Study Report – 3 copies

ESIA Report made in accordance with The Environmental (Impact Assessment & Audit) regulations, 2002.

f) Preliminary Economic feasibility study report– 3 copies

Preliminary Review of the economic feasibility study report

Stage 2: Draft Detailed Design Review Report

a) Progress Reports: – 2 copies

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. These shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them.

b) Draft Detailed Design Review Reports– 3 copies

This shall incorporate all revisions and review observations deemed necessary following a comprehensive review of the various reports of different engineering aspects after the Consultant has conducted the necessary field investigations, tests and desktop analyses.

This report shall be subject to comments received from the Client through the Director (Highway Planning and Design), following discussions and agreement between him and the Consultant from time to time. It shall include a concise executive summary in which the project design standards and cost estimates shall be shown clearly.

c) Draft Road Safety Assessment Report–3 copies

This report shall incorporate all revisions and review observations deemed necessary following a comprehensive review of the various reports of different engineering aspects after the Consultant has conducted the necessary field investigations, tests and desktop analyses.

d) Draft Reviewed ESIA Report including updated ESMP– 3 copies

ESIA Report made in accordance with The Environmental (Impact Assessment & Audit) regulations, 2002 and with an updated ESMP.

e) Draft Reviewed Cost Estimates– 3 copies

This shall contain all reviewed project cost estimates based on the findings of the design review. The cost estimates shall cover cost of undertaking additional access/market roads as well as identified bypass as advised by the Client.

f) Draft Reviewed Tender Documents– 3 copies

The Consultant shall prepare updated tender documents including Bills of Quantities, Special Specifications, Conditions of Contract, Instructions to Tenderers and Conditions of Tender, all as necessary for the proper solicitation of tenders. The format to be adopted shall be as advised by the Client.

g) Draft Gender Analysis Report – 3 Copies

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

Stage 3: Final Detailed Design Review Report

a) Progress Reports–2 soft copies:

These shall be prepared at monthly intervals after commencement date, and shall detail all work performed during the reporting period. They shall contain advanced conclusions based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes, and the remedies proposed to solve them.

b) Final Design Review Report – 3 soft copies

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

The following draft documents shall be submitted to the Director (Highway Planning and Design) for his approval, prior to the production of Final Documentation:

The table below indicates the number of reports required.

Report	No. of Copies	
	Hard	Soft
Final Economic Feasibility study report	3	2
Final Reviewed Engineering Design Report <ul style="list-style-type: none"> • Engineering Design Report • Final & Factual Materials Report • Survey Report • Structural and hydrological Report • Final Books of drawings • Final land Acquisition Maps • Computer output of all setting out data 	3	2
Final Road Safety Assessment Report	3	2
Final Reviewed ESIA Report including updated ESMP	3	2
Final Reviewed cost estimates (confidential)	1	1
Draft Reviewed tender documents	3	2
Gender Analysis Report	3	2
Updated RAP report	3	2

Consultant to print extra hard copies of the above reports for Clients upon request.

All documents must be submitted with 2 copies in a portable hard drive, and the data must be in the original editable format of the computer programme/software which created it and PDF format or any other form that shall be requested by the Client.

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

Records of Documents

After delivery of all final documentation, the originals of the following documents (both in soft and hard copy) are to be deposited with the Director (Highway Design and Safety).

- i) Final reviewed engineering design report
- ii) All drawings, both full size and photo-reduced, inclusive of land acquisition drawings, all in transparent material.
- iii) Tabulated test result of the materials investigations and any interpretation there from inclusive of materials charts
- iv) Earthworks computations inclusive of mass-haul diagram
- v) Structural calculations
- vi) Hydrological and water way calculations
- vii) Setting out data and earthworks computation
- viii) Quantities take off sheets

6.3 Time Schedule

The complete design and documentation shall be completed within the duration of the assignment as specified under clause 14.1 of SCC. All reports shall be completed and forwarded to the Director (Highway Design and Safety). The Consultant shall allow for one (1) month for comments and discussions with the Director (Highway Design and Safety) between submission of each report in accordance with “**Schedule 1: Proposed Time Schedule for Design Review**”. The Consultant shall then prepare the final detailed design review report and documentation within the last one month of the assignment period.

The complete design and documentation shall be completed within **12 months** of the commencement of the assignment. The following tentative time schedule shall be observed in carrying out the studies:

<u>Activity</u>	<u>Month</u>	<u>Responsibility</u>
(i) Effective Date of Contract	M+0	KeNHA
(ii) Commencement of Services	M+0.5	Consultant
(iii) Inception Report	M+2	Consultant
(iv) Comments and Approval by KeNHA	M+3	KeNHA
(v) Progress Reports	M+3, M+4, Mn, Mn+1	Consultant
(vi) Feasibility, ESIA and Preliminary Reports	M+6	Consultant
(vii) Workshop	M+8	KeNHA
(viii) Comments and Approval by KeNHA	M+9	Consultant/KeNHA

(ix) Draft Final Reports	M+10	Consultant
(x) Workshop	M+11	KeNHA
(xi) Comments and Approval by KeNHA	M+11	KeNHA
(xii) Final Reports	M+12	Consultant

The Consultant should be prepared to attend meetings with the Client to discuss the assignment at any stage.

6.4 Submission of Reports

The reports to be submitted to :

Director (Highway Design and Safety)
Kenya National Highways Authority (KeNHA)
Barabara Plaza, Block A, 3rd Floor, North Wing
P.O. Box 49712-00100

NAIROBI

7 OBLIGATION OF KENYA NATIONAL HIGHWAYS AUTHORITY

7.1 Documents and Reports

Kenya National Highways Authority (KeNHA) shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of maps, manuals and other documents. The following will on request be supplied by the Director (Highway Design and Safety) to the Consultant: -

- Feasibility Report for the project road
- Design Reports including Final Engineering Design Report, Materials Report and books of drawings
- Bidding document, Factual Material Report, Design drawings (plan and profile as well as structural drawings), setting out data, structures report, ESIA Report, Feasibility study report, Works bidding document and any other as may be required
- Sample standard drawings
- Historical traffic census data for the road network in the area of the works.

7.2 Liaison

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

7.3 Taxes and Duties

The Consultant shall be liable to pay all non-exempt duties and taxes in connection with this assignment which are payable under the laws of Kenya. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

8.0 **REQUIREMENTS**

8.1 **STAFF REQUIREMENTS**

The Consultant is required to provide two separate teams under one team leader, one team for each lot, to ensure that both lots proceed concurrently.

The Consultant shall provide the following staff required for the performance of the duties described below;

Staff Requirements		
No.	Expert	Effective Man-months per lot
1.	Team Leader	12 (One team leader for 2 lots)
2.	Highway Engineer	12
3.	Materials/Pavement Engineer	12
4.	Surveyor	12
5.	Geotechnical/Structural Engineer	9
6.	Traffic Engineer/Road Safety Expert	9
7.	Environmentalist	6
8.	Social/Gender Specialist	6
9.	Hydrologist	6
10.	Transport Economist	6
11.	Archeologist	4
12.	Climate Change Expert	6
13.	Land Economist/Valuer	6
14.	CAD Engineer	12
	Grand Total Staff man-months	118

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

Key Personnel 1: Team Leader

i. Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 12 years practical post-qualification experience

iii. Specific professional experience

At least 10 years of recent experience in geometric design of roads using the latest highway design computer applications and modern topographic survey equipment. Must be able to prepare road geometric design drawings, and carry out estimation of quantities and write

technical specifications. Knowledge of FIDIC conditions of contracts is mandatory. Experience on road projects in East Africa will be an advantage.

Key Personnel 2: Highways Engineer

i. Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 10 years practical post-qualification experience

iii. Specific professional experience

At least 8 years of recent experience in geometric design of roads using the latest highway design computer applications and modern topographic survey equipment. Must be able to prepare road geometric design drawings, and carry out estimation of quantities and write technical specifications. Knowledge of FIDIC conditions of contracts is mandatory. Experience on road projects in East Africa will be an advantage.

Key Personnel 3: Materials/Pavement Engineer

i. Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Board of Kenya or equivalent such as the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 10 years practical post-qualification experience in road projects

iii. Specific professional experience

Must have 8 years relevant experience in soils and materials sampling and testing for large road construction Contracts. Experience with analytical pavement evaluation methods is mandatory. Previous experience on road projects in East Africa will be an advantage.

Key Personnel 4: Surveyor

i. Qualifications and skills

Must possess University Degree of BSc (Survey & Photogrammetry) or equivalent and be Registered with the Institute of Surveyors of Kenya or equivalent such as Chartered Surveyor of the Royal Institute of Chartered Surveyors (U.K.) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 10 years practical post-qualification experience in road projects.

iii. Specific professional experience

At least 8 years of recent experience in carrying out topographic survey and mapping of large road projects using the latest electronic survey equipment including GPS, Total Stations and associated computer applications. Experience on road projects in East Africa will be an advantage.

Key Personnel 5: Geotechnical/Structural Engineer***i. Qualifications and skills***

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent, such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 10 years practical post-qualification experience

iii. Specific professional experience

At least 8 years' experience in structural analysis and design and construction of bridges and minor road drainage structures including urban drainage systems. Should be familiar with latest Computer Aided Design applications.

Key Personnel 6: Traffic Engineer/Road Safety Expert***i. Qualifications and skills***

Must possess University Degree BSc (Civil Engineering) or equivalent and be registered with Engineers Board of Kenya or equivalent such as the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 10 years' practical post-qualification experience

iii. Specific professional experience

At least 6 years of recent experience in Road Safety Expert on the following or similar capacity for construction supervision/design consultancy contracts of major highway projects. Must demonstrate proper knowledge but not limited to Road Safety Audit, assessment and analysis for major highways, Development and implementation of road safety engineering countermeasures, Road safety monitoring and evaluation, Traffic Engineering, Design of highways and preparation of tender documents Training on Road Safety Engineering among others.

Key Personnel 7: Environmentalist***i. Qualifications and skills***

Must possess a University degree BSc in Environmental sciences or equivalent and be licensed by NEMA as Lead Expert in Environmental Impact Assessment and Environmental Audits. A Masters Degree will be an added advantage.

ii. General Professional Experience

A minimum of 8 years of practical post qualification experience in environmental studies of infrastructural projects.

iii. Specific Professional experience

Must have broad experience in environmental & social impact assessment and environmental audits of at least one highway construction project and one highway design project of comparable magnitude. Previous experience on road projects in East Africa will be an added advantage.

Key Personnel 8: Social/ Gender Specialist***i. Qualifications and skills***

Must possess a University degree BA in Sociology and be licensed by the relevant professional body. A Masters Degree will be an added advantage.

ii. General Professional Experience

A minimum of 8 years of practical post qualification experience in environmental studies of infrastructural projects.

iii. Specific Professional experience

Must have broad experience in social studies of at least one highway construction project and one highway design project of comparable magnitude. Previous experience on road projects in East Africa will be an added advantage.

Key Personnel 9: Hydrologist***i. Qualifications and skills***

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent, such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 8 years practical post-qualification experience

iii. Specific professional experience

At least 6 years' experience as a hydrologist in road projects of similar nature. Proficiency in design of hydraulic structures and the use of flood design models.

Key Personnel 10: Transport Economist***i. Qualifications and skills***

Must possess University Degree BSc (Civil Engineering) or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent such as Member of the Institution of Civil Engineers (U.K.), Diplom Ingenieur Hoch und Tiefbau (D) etc. A Masters Degree will be an added advantage.

ii. General professional experience

A minimum of 8 years practical post-qualification experience

iii. Specific professional experience

Mus be experience in carrying out economic and feasibility studies road projects using HDM IV or equivalent economic analysis software and associated computer applications

Key Personnel 11: Archeologist***i. Qualifications and skills***

Must possess at least a degree in Archeology/Anthropology or equivalent degree. Possession of a Master's Degree will be an added advantage.

ii. General professional experience

Must have a minimum of 8 years general professional experience.

iii. Specific professional experience

A minimum of 5 years previous relevant experience as an archeologist in similar studies. Experience in East Africa will be an added advantage.

Key Personnel 12: Climate Change Expert

i. Qualifications and skills

He/She must possess a University degree (Master or higher) in climate change, environmental sciences, social sciences, natural sciences, engineering, energy, development studies, or other relevant fields with specialization in climate change.

ii. General Professional Experience

A minimum of 10 years of practical post qualification experience in environmental studies of infrastructural projects.

iii. Specific Professional experience

Must have a minimum of seven (7) years of practical working experience in areas related to climate change impacts, vulnerability and adaptation assessments and project implementation; good technical expertise in formulation of adaptation projects, programmes, plans, and strategies; an understanding of Multilateral Environmental Agreements and their implications; resources/financing mechanism for adaptation projects/climate resilient policies in developing countries; knowledge of best practices in vulnerability/adaptation/international developments (UNFCCC, IPCC etc); and knowledge of Horn of Africa respective countries climate change policy. Good knowledge of use of computer tools and methods required for climate impacts, vulnerability and adaptation assessments and relevant applications and experience in estimating GHG emission/ emission reduction for the transport sector as well as climate vulnerability assessment for infrastructure projects will be an added advantage

Key Personnel 13: Land Economist/Valuer

i. Qualifications and skills

Must possess at least a degree in land economics

ii. General professional experience

A minimum of 8 years practical post-qualification experience on road projects.

iii. Specific professional experience

Must have vast experience in the valuation of properties of which at least 3 years must have been in the road sub-sector.

Key Personnel 14: CAD Engineer

i. Qualifications and skills

Must possess at least a Higher National Diploma in Civil Engineering or equivalent.

ii. General professional experience

A minimum of 8 years' practical post-qualification experience

iii. Specific professional experience

At least 4 years of recent experience in Civil design with modern computer applications. Must demonstrate proper knowledge of the field especially specific experience in design of highways, footbridges and interchanges.

Note: There may be need to engage the services of the following experts where applicable;

- Landscaping expert
- Electrical Engineer for street lighting

All the above listed experts shall possess relevant university degrees and have minimum general experience of 8 years and 6 years of experience in the specific areas of expertise.

The Consultant will be required to engage the above experts on a part time basis to undertake design assignments where necessary. The cost of the same will determined on need basis and deemed to be included in overall cost of the financial proposal.

8.2 INSPECTION AND ACCEPTANCE

The Consultant shall be required to include cost for field visit of the Consultant's key staff and KeNHA Project staff to undertake sample setting out of the proposed alignment, proposed Quarry areas and other critical submission of the detailed design review report before it is accepted by the Client.

PART II

Section 8. Conditions of Contract and Contract Forms

Standard Form of Contract

Consulting Services Lump-Sum

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Contract for Consultant's Services

Lump-Sum

Project Name _____
[Loan/Credit/Grant] No. _____
Contract No. _____
Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant 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 (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, the specific Financing Institution e.g. ADB, ADF, NTF, etc. as appropriate]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

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 (including Attachment 1 “Fraud and Corruption”);

- (b) The Special Conditions of Contract;
- (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 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 Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - b) “Bank” means the name specified in the SCC.
 - c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - g) “Day” means a working day unless indicated otherwise.
 - h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - j) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - k) “GCC” means these General Conditions of Contract.
 - l) “Government” means the government of the Client’s country.
 - m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable

to the Client for the performance of the Contract. Any other specific or different provisions relating to “JV” as applicable to this contract are specified in the SCC.

- n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- o) “Local Currency” means the currency of the Client’s country.
- p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- t) “Sub-consultants” (or “Sub-contractor”) means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. Any other specific provisions relating to “Sub-Consultant” as applicable to this contract are specified in the SCC.
- u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

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

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified

in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

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

10. Fraud and Corruption; and Eligibility

10.1. The Bank requires compliance with the Integrity Framework comprising the African Development Bank Group's Sanctions Procedures, the Bank's Whistleblowing and Complaints Policy, the Bank's Procurement Policy under the Procurement Framework and any other applicable Policies and Procedures including their update, as set forth in Attachment 1 to the GCC.

10.2. Eligibility: The Bank requires that all parties constituting the Consultant including any individuals and firms, subcontractors (subconsultants) or suppliers, joint ventures, consortiums, or association (JV), and their individual members for the purpose of any part of the Contract, have the nationality of an eligible country of the Bank in accordance with the Bank's Procurement Policy for the Bank Group Funded Operation described under the Bank's Procurement Framework, and as listed in Attachment 2 to the General Conditions, Eligible Countries to offer consulting services for Bank-financed projects. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Bank Procurement Framework.

a. Commissions and Fees

10.3. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include

at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 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.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; and
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for

or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT**20. General****a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of

goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Procurement Framework, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the

disqualification of the Consultant or the termination of its Contract.

- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the **SCC**, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Attachment 1 as appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of

the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of Key
Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key
Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT**32. Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the

applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price**
- 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties**
- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment**
- 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 41. Mode of Billing and Payment**
- 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon

promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either

Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions
Attachment 1
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Integrity Framework and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption¹.

2.2 To this end, the Bank:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - a. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution, including Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, "party" refers to a public official, including Bank staff and employees of other organizations taking or reviewing procurement decisions.; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution."

corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- (b) Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Bank's Integrity Framework and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- (e) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants,

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

service providers, suppliers, agents personnel, permit the Bank to inspect⁶ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Attachment 2 Eligible Countries

Eligibility for the Provision of Consulting Services in Bank Group Financed Procurement

The proceeds of any Bank financing shall be used to cover services provided by “Consultants” from Eligible Countries. For the purpose of eligibility, “Consultants” shall mean firms or entities or their joint ventures (JVs), including any individuals or experts or sub-consultants offered by them in providing required services.

“Eligible Countries” shall mean: (a) in the case of the African Development Bank (ADB) and the Nigerian Trust Fund (NTF), the member countries of the African Development Bank; and (b) in the case of the African Development Fund (ADF), any country.

Consultants (firms or JVs), including individuals and experts, and sub-consultants offered by the Consultant in providing services shall be nationals of or registered in, “Eligible Countries” as may be the case. If not, their services shall not be eligible, even if they offer services from “Eligible Countries”. Any waiver to this rule will be in accordance with the Articles 17 (1) (d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

List of Eligible Countries can be found in African Development Bank’s website:

<https://www.afdb.org/en/about-us/corporate-information/members/>

In reference to ITC 6.3.2, on Prohibitions for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a) regarding Countries prohibited by Borrower: _____
[list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b) regarding Prohibition applied under UNSC decision under chapter VII of the UN Charter: _____ [list country/countries *or* indicate “none”]

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of Kenya
1.1 (b)	The Bank is: African Development Bank
1.1 (m)	Ref: Data Sheet 14.1.1 (ii) on Joint Venture: Maximum Numbers of a Joint Venture, Consortium or Association (JV): shall not exceed 4
1.1 (m)	Ref: Data Sheet 14.1.1 (iii) on Joint Venture: Minimum share of a member of Joint Venture, Consortium or Association (JV): shall not be less than 20% percent of the total value of the contract.
1.1 (m)	Ref: Data Sheet 14.1.1 (v) on Joint Venture: Exclusion from Joint and Severable Liability: Not Applicable
1.1 (n)	Ref: Data Sheet 14.1.2 on Mandating input of National Key Experts: Not Applicable
1.1 (n)	<i>Ref: Data Sheet 14.1.3 on Mandating input of National Key Experts:</i> Not Applicable
1.1 (n)	<i>Ref: Data Sheet 14.1.4 and 27.2 on Mandating input of National Key Experts:</i> Not Applicable
1.1 (t)	<i>[Ref: Data Sheet 12.9 (c) Sub-Consultant (Sub-Contractor):]</i> Maximum aggregate participation of all Sub-Consultants is 50% of the total contract amount
4.1	The language is: ENGLISH
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]:</i> Client: Director General, Kenya National Highways Authority, Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Off Mazao Road (Opposite Aviation House) P. O. Box 49712-00100, NAIROBI, KENYA Email: dg@kenha.co.ke,

	Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	<i>[The Lead Member on behalf of the JV is _____ [insert name of the member]</i>
9.1	The Authorized Representatives are: For the Client: Director (Highway Design & Safety) For the Consultant: <i>[name, title]</i> _____
11.1	The effectiveness conditions are the following: The date on which this contract shall come into effect is on being signed by all the parties and commencement given.
12.1	Termination of Contract for Failure to Become Effective: The time period shall be Twenty-Eight (28) Days
13.1	Commencement of Services: The number of days shall be Fourteen (14) calendar days after order to commence. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be Twelve (12) Months or such other period as the parties may agree in writing
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;

(b) This limitation of liability shall not

- (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
- (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.

The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]

24.1	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of the full amount of this contract. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of Kshs 2,000,000.00 (c) Third Party liability insurance, with a minimum coverage of Kshs 5,000,000.00 (d) Employer's liability and workers' compensation in respect of the experts and sub-consultants in accordance with the relevant provisions of the Applicable Law of Kenya, as well as , with respect to such Experts , any such life ,health, accident, travel or other insurance as may be appropriate; and Kshs 5,000,000.00 (e) Insurance against Loss of or damage to (i)equipment purchased in whole or in part with funds provided under this contract, (ii) the consultant's property used in the performance of the services, and (iii) any documents prepared by the consultant in the performance of services Kshs 5,000,000.00
27.1	Not Applicable
27.2	<p>The Consultant shall not use these all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Client.</p>
32.1 (a) through (e)	Not Applicable
32.1(g)	Not Applicable
38.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p> <p>The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants'</p>

	costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services
39.1 and 39.2	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) 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;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
41.2	<p>The payment schedule:</p> <p>a) 1st payment: 20% interim payment after submission and Approval/acceptance of Inception report by the Client.</p>

	<p>b) 2nd Payment: 30% interim payment after submission and Approval/acceptance of Feasibility, ESIA and Preliminary Design Review Report by the Client.</p> <p>c) 3rd Payment: 30% interim payment upon submission and Approval/Acceptance of draft final report by the Client.</p> <p>d) 4th Payment: 20% final payment upon submission and Approval acceptance of final report by KenHA and the Bank</p> <p>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity]</p> <p>The Consultant shall seek approval from the Client to expend the PC sum for activities towards approval of the project by NEMA including the license</p> <p>Payments in Kenya Shillings shall be made to the following Account</p> <p>Account Number: _____</p> <p>Account Name: _____</p> <p>Bank: _____</p> <p>Address: _____</p> <p>Swift code: _____</p>
<p>41.2.1</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>An advance payment of 20% (15% in foreign currency and of 5% in local currency) shall be made within 56 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the first five payments at a rate of 4% of the Contract Price.</p> <p>The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>The bank guarantee will be released when the advance payment has been fully set off.</p>

41.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
42.1	<p>The interest rate is:</p> <p>The interest rate is the prevailing average Central Bank of Kenya rate as at the due date of the invoice</p>
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (c) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Chairman – Institute of Arbitration – Kenya Branch</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Chairman – Institute of Arbitration – Kenya Branch</i> (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Chairman – Institute of</i>

	<p><i>Arbitration – Kenya Branch</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their members or Parties; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>a country which is neither the Client's country nor the Consultant's country</i> (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable

	<p>in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
--	---

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....
.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract. ”]

**Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ₁	Overhead ₁	Subtotal ₁	Profit ₂	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hours	Agreed Fixed Rate per Working Month/Day/Hours ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** *[insert Name and Address of Client]***Date:** *[insert date]***ADVANCE PAYMENT GUARANTEE No.:** *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____ *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultant to issue this guarantee, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

of *[month]* _____, *[year]* ____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Part III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.

• The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

- Short listed Consultants *[INSTRUCTIONS: insert names of all shortlisted Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposed price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i>	<i>[Proposed price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>			
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposed price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Total score: <i>[insert score]</i>				
<i>[insert name]</i>	...					
...	...					

- Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

- How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

- **How to make a complaint**

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information, see the Bank's Procurement Framework “

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Bank's Procurement Framework.

• **Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert the name of the Client*]:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant¹. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- (a) directly or indirectly holding 25% or more of the shares*
- (b) directly or indirectly holding 25% or more of the voting rights*
- (c) directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Request for Proposal reference No.: *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- (a) directly or indirectly holding 25% or more of the shares
- (b) directly or indirectly holding 25% or more of the voting rights
- (c) directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- (d) directly or indirectly holding 25% or more of the shares
- (e) directly or indirectly holding 25% or more of the voting rights
- (f) directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant”

Name of the Consultant: **[insert complete name of the Consultant]*_____

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:
***[insert complete name of person duly authorized to sign the Proposal]*_____

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*_____

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.