



Kenya National Highways Authority

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ROADS FOR RURAL ECONOMIC DEVELOPMENT PROJECT (RREDP)

GRANT No.: IDA E5930

**CONSULTANCY SERVICES FOR FEASIBILITY STUDIES AND
PRELIMINARY ENGINEERING DESIGN OF KERICHO-AINAMOI-
POIYWEK-CHEPKOIYO-KOISEGEM-FORT TERNAN-GILIMORI-
KENEGUT BORDER ROAD AND ENGINEERING DESIGN OF
ASSOCIATED CIVIL WORKS FOR FIBRE OPTIC CABLE FOR DESIGN
BUILD PROJECT DELIVERY (110 KM)**

RFP REFERENCE NO.: KE-KENHA-526105-CS-QCBS

TENDER NO: KeNHA/2942/2026

REQUEST FOR PROPOSALS (RFP)

APRIL, 2026

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

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

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

RFP No:	KeNHA/2942/2026
Consulting Services for:	Consultancy Services for Feasibility Studies and Preliminary Engineering Design of Kericho - Ainamoi – Poiywek – Chepkoiyo – Koisegem - Fort Ternan – Gilimori – Kenegut Border Road and Engineering Design of Associated Civil Works for Fibre Optic Cable for Design Build Project Delivery (110 Km)
Client:	Kenya National Highways Authority
Country:	Kenya
Issued on:	13 th April, 2026

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Consultancy Services for Feasibility Studies and Preliminary Engineering Design of Kericho – Ainamoi – Poiywek – Chepkoiyo – Koisegem – Fort Ternan – Gilimori – Kenegut Border Road and Engineering Design of Associated Civil Works for Fibre Optic Cable for Design Build Project Delivery (110 Km)

RFP Reference No.: *KE-KENHA-526105-CS-QCBS*

Tender No.: *KeNHA/2942/2026*

Grant No: IDA E5930

Country: Kenya

Date: 13th April 2026

To:

M/s. Egis Kenya Limited in JV with Egis Inframad

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Esentepe Mahallesi ,Buyukdere Cadessi, Tekfen Tower, Kapi No. 209

TURKEY

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M/s. Studio Galli Ingegneria in JV with Hdoroarch Srl and in Sub Consultancy with Edcons (K) Limited

Via Guido Rossa, 29 35020 Ponte San Nicolò PD

ITALY

Tel: +39 349 344 5250

Email: cmo@sgi-spa.it

M/s. Gopa Tech GMBH in JV with Timcon Transport Consulting Ltd

61348 Bad Homburg

GERMANY

Tel: +49 6172 1791 800

Email: info-tech@gopa.eu

M/s. Dar Al Handasah Consultants (SHAIR & PARTNERS) in Sub Consultancy with B&L Engineering Services LtdRing Road, Sifa Towers, 6th Floor, Kilimani

P. O. Box 76225 – 00508, Nairobi

KENYA

Tel: +254 (0) 204 401 23

Email: Nairobi@dar.com

M/s. Dasan Consultants Co Ltd in Sub Consultancy with Skynad Ltd

15, Songi-ro 30-gil, Songpa-gu, Seoul 05800

KOREA

Tel: +82 -2- 222-4005

Email: overseas@dasan93.co.kr

M/s. Sets Saudia Arabia in JV with Professional Consultants Ltd & in Sub Consultancy with Civil Infrastructure Consult LLP

2920 Al Ibda' - Commercial Center Al Muraba', Riyadh 11454

KINGDOM OF SAUDI ARABIA

Tel: + 966 11 2210050

Email: info@setsintl.net

Dear Mr. /Ms.:

1. The *Government of the Republic of Kenya* (the Recipient) has been allocated grant funds (the "Grant") from the *World Bank*, which are administered by the International Development Association (IDA) (the "Bank") and executed by the *Kenya National Highway Authority* ("the Client"). The *Kenya National Highway Authority* intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *Kenya National Highway Authority* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the *Government of the Republic of Kenya* shall derive any rights from the grant agreement or have any claims to the proceeds of the grant. For this contract, the Borrower shall process the payments using the Direct Payment

disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): ***Consultancy Services for Feasibility Studies and Preliminary Engineering Design of Kericho – Ainamoi – Poiywek – Chepkoiyo – Koisegem – Fort Ternan – Gilimori – Kenegut Border Road and Engineering Design of Associated Civil Works for Fibre Optic Cable for Design Build Project Delivery (110 Km)***. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Ref	Lead Firm			Associate firm(s)		
	Consultant Name	Address	Country	Associate Consultant	Country of Associate	Nature of Association
1.	Egis Kenya Ltd	M/s. Egis Kenya Limited in JV with Egis Inframad One Padmore Place 6 th , Floor George Padmore Road P. O. Box 76672-00508, Nairobi <u>KENYA</u> Tel: (+254) 020 256 795 Email: Samon.osare@egis-group.com	Kenya	Egis Inframad	Mozambique	Joint Venture
2.	Technica Y Proyectos, S.A (TYPSA)	M/s. Technica Y Proyectos, S.A (TYPSA) in JV with Gibb Africa Ltd c/ Balbino Marron 3, Edificio Viapol A/1/4&5 41018 Seville <u>SPAIN</u> Tel: (34) 954 925 325 e-mail africa@typsa.es / jizquierdo@typsa.es	Spain	Gibb Africa Ltd	Kenya	Joint Venture
3.	Tekfen Engineering	M/s. Tekfen Engineering in JV with East African Engineering Consultants Limited Esentepe Mahallesi ,Buyukdere Cadessi , Tekfen Tower, Kapi No. 209 <u>TURKEY</u> Tel: +90 (212) 357 03 03 Email: bd.engineering@tekfen.com.tr	Turkey	East African Engineering Consultants Limited	Kenya	Joint Venture
4.	Studio Galli Ingegneria	M/s. Studio Galli Ingegneria in JV with Hdoroarch Srl and in Sub Consultancy with Edcons (K) Limited Via Guido Rossa, 29 35020 Ponte San Nicolò PD <u>ITALY</u>	Italy	Hydroarch Srl	Kenya	Joint Venture
				Edcons (K) Limited		Sub-Consultant

Ref	Lead Firm			Associate firm(s)		Nature of Association
	Consultant Name	Address	Country	Associate Consultant	Country of Associate	
		Tel: +39 349 344 5250 Email : cmo@sgi-spa.it				
5.	Gopa Tech GMBH	M/s. Gopa Tech GMBH in JV with Timcon Transport Consulting Ltd 61348 Bad Homburg GERMANY Tel: +49 6172 1791 800 Email: info-tech@gopa.eu	Germany	Timcon Transport Consulting Ltd	Kenya	Joint Venture
6.	Dar Al Handasah Consultants (SHAIR & PARTNERS)	M/s. Dar Al Handasah Consultants (SHAIR & PARTNERS) in Sub Consultancy with B&L Engineering Services Ltd Ring Road, Sifa Towers, 6 th Floor, Kilimani P. O. Box 76225 – 00508, Nairobi KENYA Tel: +254 (0) 204 401 23 Email: Nairobi@dar.com	Bahrain	B&L Engineering Services Ltd	Kenya	Sub-Consultancy
7.	Dasan Consultants Co Ltd	M/s. Dasan Consultants Co Ltd in Sub Consultancy with Skynad Ltd 15, Songi-ro 30-gil.Songpa-gu,Seoul 05800 KOREA Tel: +82 -2- 222-4005 Email: overseas@dasan93.co.kr	South Korea	Skynad Ltd	Kenya	Sub-Consultancy
8.	Sets Saudia Arabia	M/s. Sets Saudia Arabia in JV with Professional Consultants Ltd & in Sub Consultancy with Civil Infrastructure Consult LLP 2920 Al Ibda' - Commercial Center Al Muraba', Riyadh 11454 KINGDOM OF SAUDI ARABIA Tel: + 966 11 2210050 Email: info@setsintl.net	Saudi Arabia	Professional Consultants Ltd	Kenya	Joint Venture
				Civil Infrastructure Consult LLP	Kenya	Sub-Consultancy

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 procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" July 2016, revised September 2025,

7th Edition (“Procurement Regulations”), which can be found at the following website: www.worldbank.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)

6. Please inform us by **16th April, 2026** in writing at **Kenya National Highways Authority, P.O. Box 49712-00100 Nairobi**, or by E-mail procurement@kenha.co.ke and directorhpd@kenha.co.ke
 - (a) that you have received this Request for Proposals; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. Attention is drawn to the Procurement Regulations 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.
8. 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)

FOR: DIRECTOR GENERAL

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

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 International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the *grant* agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **Client’s Personnel”** is as defined in Clause GCC 1.1 (e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“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).
- (i) **“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.
- (j) **“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.

- (k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) **“Government”** means the government of the Client’s country.
- (m) **“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;
- (n) **“Joint Venture (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.
- (o) **“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.
- (p) **“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.
- (q) **“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.
- (r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability,

differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (x) **“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.
- (y) **“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.

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 Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, 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 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 permits consultants (individuals and firms, including Joint Ventures and their individual members) from all 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 Procurement Regulations.

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 Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, 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 PDS**.

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; and
- (ii) 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 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 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 at the time of Proposal submission 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 Proposal Validity**
- 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. 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.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 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 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. 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.

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.

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**.

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.

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 Financial Proposals are opened.

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. Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest-ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals

will be returned unopened after completing the selection process and Contract signing.

22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

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

23.1 After the technical evaluation is completed, the Client shall notify in writing 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.

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 shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

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 as indicated in the **Data Sheet**. 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 Most Advantageous 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 Most Advantageous 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 Most Advantageous 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. The Client will then 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, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and

response obligations, 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. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. 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.

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.

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 expiry date of the Proposal validity 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

E. Data Sheet

ITC Reference	A. General
2.1	<p>Name of the Client: Kenya National Highways Authority</p> <p>Method of selection: Quality and Cost Based (QCBS) Selection Method as per the Procurement Regulations (available on www.worldbank.org)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consultancy Services for Feasibility Studies and Preliminary Engineering Design of Kericho – Ainamoi – Poyywek – Chepkoiyo – Koisegem – Fort Ternan – Gilimori – Kenegut Border Road and Engineering Design of Associated Civil Works for Fibre Optic Cable for Design Build Project Delivery (110 Km)</p>
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A
4.1	N/A
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr
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>

	All correspondence exchange shall be in English language.
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> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1: Technical Proposal Submission Form (3) TECH-2: Consultant's Organization and Experience (4) TECH-3: Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client (5) TECH-4: Description of the Approach, Methodology, and Work Plan for Performing the Assignment: (6) TECH-5: Work Schedule and Planning for Deliverables (7) TECH-6: Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) (8) TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Reimbursable expenses (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>

12.1	Proposals shall be valid for 120 calendar days after Proposal Submission deadline (11 th August, 2026)																																				
13.1	<p>Clarifications may be requested no later than 10 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 Survey)</i> <i>Kenya National Highways Authority</i> <i>Barabara Plaza, Jomo Kenyatta International Airport (JKIA)</i> <i>Off Airport South Road, Along Mazao Road,</i> <i>P.O. Box 49712-00100</i> <i>NAIROBI, KENYA</i></p> <p>Or by Email directorhpd@kenha.co.ke, and procurement@kenha.co.ke,</p>																																				
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>																																				
14.1.2	<p>Estimated input of Key Experts' time-input: 42 person-months.</p> <table border="1" data-bbox="428 1220 1354 1656"> <thead> <tr> <th>S/No.</th> <th>Description</th> <th>Minimum Staff-Months</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Director</td> <td>4</td> </tr> <tr> <td>2</td> <td>Highway Engineer</td> <td>5</td> </tr> <tr> <td>3</td> <td>Pavement & Materials Engineer / Geotechnical Engineer</td> <td>5</td> </tr> <tr> <td>4</td> <td>Traffic Engineer / Transport Economist</td> <td>5</td> </tr> <tr> <td>5</td> <td>Drainage/Structural Engineer 5</td> <td>5</td> </tr> <tr> <td>6</td> <td>Hydrologist</td> <td>4</td> </tr> <tr> <td>7</td> <td>Fibre Optic Design Engineer</td> <td>4</td> </tr> <tr> <td>8</td> <td>Road Safety Audit Expert</td> <td>2</td> </tr> <tr> <td>9</td> <td>Senior Surveyor</td> <td>6</td> </tr> <tr> <td>10</td> <td>Procurement and Contracts Specialist</td> <td>2</td> </tr> <tr> <td></td> <td>Total</td> <td>42</td> </tr> </tbody> </table>	S/No.	Description	Minimum Staff-Months	1	Project Director	4	2	Highway Engineer	5	3	Pavement & Materials Engineer / Geotechnical Engineer	5	4	Traffic Engineer / Transport Economist	5	5	Drainage/Structural Engineer 5	5	6	Hydrologist	4	7	Fibre Optic Design Engineer	4	8	Road Safety Audit Expert	2	9	Senior Surveyor	6	10	Procurement and Contracts Specialist	2		Total	42
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6	Hydrologist	4																																			
7	Fibre Optic Design Engineer	4																																			
8	Road Safety Audit Expert	2																																			
9	Senior Surveyor	6																																			
10	Procurement and Contracts Specialist	2																																			
	Total	42																																			
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP</p>																																				

	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>Reimbursable Expenses</p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>Facilitation and payment of training allowances to Clients trainees' staff deployed for on-site training, CPD training and site visits of Employer's staff. (A fixed Sum of KES 7,5000,000. Allowed, to be spent in whole or part as approved by the Employer)</i></p> <p>(8) other allowances where applicable</p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
16.3	<p>The Client has obtained an exemption for the Consultant from payment of VAT in the Client's country as per the VAT Act in Kenya and the East African Community Customs Management Act. Hence, goods and services supplied for exclusive use in the implementation of the project shall be exempted from VAT.</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 fully convertible 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 hard copy, one (1) hard copy and softcopy (PDF) in one (1) Flash Disk;</p> <p>(b) Financial Proposal: one (1) original hard copy and one (1) hard copy.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 12th May 2026</p> <p>Time: 1100 hrs Local Time</p> <hr/> <p>The Proposal submission address is:</p> <p>Deputy Director, Supply Chain Management Kenya National Highways Authority Barabara Plaza, Block C, 2nd Floor, North Wing, Tender Box, Jomo Kenyatta International Airport (JKIA) off Airport South Road, along Mazao Road, Nairobi</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: same as the Proposal submission address</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 1100 Hrs Local Time</p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A

<p>21.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>1. Specific experience of the Consultant (as a firm) relevant to the Assignment in the last 8 years (similar in scope and operating environment):</p> <p>i.) Specific experience not relevant to the assignment 0</p> <p>ii.) Specific experience relevant to the assignment (1 assignment) 4</p> <p>iii.) Specific experience relevant to the assignment (2 assignments) 7</p> <p>iv.) Specific experience relevant to the assignment (≥3 assignments) 10</p> <p>Total points for criterion (1): [10]</p> <p>2. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>i.) Technical approach and methodology 15</p> <p>ii.) Work plan 6</p> <p>iii.) Organization and staffing 6</p> <p>iv.) Understanding & comments on TOR 3</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>Total points for criterion (2): [30]</p> <p>3. Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p><i>Position K-1: Project Director 7</i></p> <p><i>Position K-2: Highway Engineer 6</i></p> <p><i>Position K-3: Pavement & Materials Engineer/ Geotechnical Engineer 6</i></p> <p><i>Position K-4: Traffic Engineer/ Transport Economist 4</i></p> <p><i>Position K-5: Drainage/Structural Engineer 4</i></p> <p><i>Position K-6: Hydrologist 4</i></p> <p><i>Position K-7: Fibre Optic Design Engineer 4</i></p> <p><i>Position K-8: Road Safety Audit Expert 4</i></p> <p><i>Position K-9: Senior Surveyor 4</i></p> <p><i>Position K- 10: Procurement and Contracts Specialist 2</i></p> <p>Total points for criterion (3): [45]</p>
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	<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> <p>i.) General qualifications (general education, training, and registration):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Relevant qualifications (professional education and training)</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="padding-left: 20px;">Registration/certification with relevant professional institution</td> <td style="text-align: right;">10%</td> </tr> <tr> <td colspan="2" style="text-align: right; border-top: 1px solid black;">[20%]</td> </tr> </table> <p>ii.) Adequacy for the Assignment [relevant professional experience in similar assignments – at least 2 No. (two) multilateral development partner financed projects and at least 1 No. (one) Design-Build assignment under FIDIC Conditions of Contracts]:</p> <p style="padding-left: 20px;"><i>1 No. relevant similar assignments (30%)</i></p> <p style="padding-left: 20px;"><i>2 No. relevant similar assignments (50%)</i></p> <p style="padding-left: 20px;"><i>3 No. and above relevant similar assignments (70%)</i></p> <p style="text-align: right; border-top: 1px solid black;">[70%]</p> <p>iii.) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Experience working in Sub Sahara Africa</td> <td style="text-align: right;">5%</td> </tr> <tr> <td style="padding-left: 20px;">Fluency in English</td> <td style="text-align: right;">5%</td> </tr> <tr> <td colspan="2" style="text-align: right; border-top: 1px solid black;">[10%]</td> </tr> </table> <p style="text-align: right;"><i>Total weight: [100%]</i></p> <p>4. Transfer of knowledge (training) program (relevance of approach and methodology):</p> <p>Total points for criterion (4): [5]</p> <p>5. Participation by nationals among proposed Key Experts</p> <p>Total points for criterion (5): [10]</p> <p>Total points for the five [(1) – (5)] criteria: 100</p> <p>The minimum technical score (St) required to pass is: 80</p>	Relevant qualifications (professional education and training)	10%	Registration/certification with relevant professional institution	10%	[20%]		Experience working in Sub Sahara Africa	5%	Fluency in English	5%	[10%]	
Relevant qualifications (professional education and training)	10%												
Registration/certification with relevant professional institution	10%												
[20%]													
Experience working in Sub Sahara Africa	5%												
Fluency in English	5%												
[10%]													

	Public Opening of Financial Proposals
23.4	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 this public opening should contact The Deputy Director, Supply Chain Management, Email: procurement@kenha.co.ke, and directorhpd@kenha.co.ke and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
25.1	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.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings KES</p> <p>The official source of the selling (exchange) rate is: Central Bank of Kenya</p> <p>The date of the exchange rate is: 14 Days prior to the deadline for submission of proposal</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>$S_f = 100 \times F_m / F$, in which “S_f” is the financial score, “F_m” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ 80%, and</p> <p>P = _____ 20%</p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) 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: $S = S_t \times T\% + S_f \times P\%$.</p>
	<h2>D. Negotiations and Award</h2>
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: To be communicated</p> <p>Address: <i>4th Floor Boardroom, Block A, Kenya National Highways Authority Barabara Plaza, Jomo Kenyatta International Airport (JKIA) Off Airport South Road, Along Mazao Road, P.O. Box 49712-00100 NAIROBI, KENYA</i></p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date To be communicated at: Kericho to Kenegut Border</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Eng. Luka Kimeli</p> <p>Title/position: Director General</p> <p>Agency: Kenya National Highways Authority</p> <p>Email address: <u>dg@kenha.co.ke</u></p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <u>pprocurementcomplaints@worldbank.org</u></p>

	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and3. the Client's decision to award the contract.
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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	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

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 until *[insert day, month and year in accordance with ITC 12.1]*.
- c) We have no conflict of interest in accordance with ITC 3.
- d) We 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 World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World 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) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*
- We *[where JV, insert: “including any of our JV members”]*, and any of our sub-consultants:
- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- (g) *[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.]*
- (h) 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.
- (i) 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 AND SIMPLIFIED TECHNICAL PROPOSALS)

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. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. 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.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{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, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract 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, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract) 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												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
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.



FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											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 Signature Date

{ day/month/year }

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

FORM TECH-7 (FOR FTP AND STP)**CODE OF CONDUCT FOR EXPERTS FORM*****Note to the Client:***

The following minimum requirements shall not be modified. The Client may include additional requirements to reflect Contract-specific issues/risks.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;

3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

**FORM TECH-8 (FOR FTP AND STP)
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH)
PERFORMANCE DECLARATION**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture
and each subconsultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

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				
Total Cost of the Financial Proposal: {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}				
(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 Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 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

1. Review of Remuneration Rates

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. Rate details are discussed below:
 - (i) 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).
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.

- (v) 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.
- (vi) 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.
- (vii) 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	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}	{Ticket}						
	{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

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 Anti-Corruption Guidelines 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/proposers), 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 Corruption.

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 party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party 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 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 Anti-Corruption Guidelines 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;¹ (ii) to be a nominated² 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/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ 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.

¹ 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.

² 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.

³ 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.

Section 7. Terms of Reference

1 STUDY BACKGROUND

1.1 General

The Kenya Vision 2030 is the development blueprint through which Kenya plans to achieve its transformation into a newly industrialized middle-income country, providing a high standard of living to all its citizens, by the target year of 2030.

The Vision is founded on economic, social, and political pillars. The three pillars are anchored on macroeconomic stability; continuity in governance reforms; enhanced equity and wealth creation opportunities for the poor; infrastructure; energy; science, technology and innovation (STI); land reform; human resources development; security as well as public sector reforms. The infrastructure component of Vision 2030 aspires for a country firmly interconnected by various links and its fulfilment requires safe, cost-effective and reliable transport providing predictable travel times. In Kenya, roads are the predominant mode of transport for goods and passengers hence the role of providing transport services fall primarily upon this mode in the medium term.

The rapid expansion of the agricultural sector and increased rural economic activity over the past few decades, combined with insufficient investment in rural access roads, has led to a substantial backlog in the requirement for pavement upgrading and capacity enhancement. In high-potential agricultural zones such as the Great Highlands, the inadequate capacity of the existing earth and gravel network is manifested in high vehicle operating costs, unpredictable travel times, and significant post-harvest losses due to the inability to access markets efficiently.

The Government of Kenya has developed and is implementing several initiatives aimed at addressing these accessibility challenges to unlock the economic potential of rural regions. In particular, to address the poor connectivity in the productive tea and dairy belts, the government has initiated the Roads for Rural Economic Development Project (RREDP). This initiative aims to upgrade critical corridors that link production centres to market gateways. Following the identification of the Great Highlands Connectivity Corridor (GH-CC) as a strategic link, it has been established that there is a need to upgrade the Kericho – Koisegem – Fort Ternan – Kenegut Border section to ensuring a seamless flow of agricultural produce and services across the Kericho, Kisumu, and Nandi economic bloc. Uniquely, this project will also integrate the design of associated civil works for Fibre Optic Infrastructure to enhance digital connectivity in the region.

To this end, the Government of the Republic of Kenya (hereinafter called “Recipient”) has received financing from the International Development Association (hereinafter called “Association”) in the form of a Preparation Grant (hereinafter called “Grant”) for use in engaging the services of a Consultancy Firms to undertake the feasibility and engineering design of selected roads, links and bridges in selected rural areas under the Roads for Rural Economic Development Project (RREDP). The Project will be implemented through the Kenya National Highways Authority (KeNHA).

The Consultant selected is expected to provide ALL the Consultancy Services needed for the successful Preliminary Engineering Design, Employer’s Requirements, and Procurement Documentation for project appraisal and implementation. A detailed description of the required services is given in Section 4.0 of this Terms of Reference.

1.2 Project Description

The project corridor, known as the Great Highlands Connectivity Corridor (GH-CC), connects some of Kenya's most productive agricultural zones and key rural service centres across Kericho, Kisumu, and Nandi Counties. The specific road sections under this assignment (approx. 110 km) are detailed below:

Roads for Rural Economic Development Project (RREDP), Great Highlands Connectivity Corridor: Kericho – Kenegut road section			
S/No.	Road Section	Length (Km)	Counties Traversed
1.	Kericho Township – Ainamoi – Chepkoiyo – Koisegen	37.4	Kericho, Kisumu, Nandi
2.	Fort Ternan – Gilimoro – Kenegut Border	38.6	
3.	Associated Spur roads	34.0	
Total		110 Km	

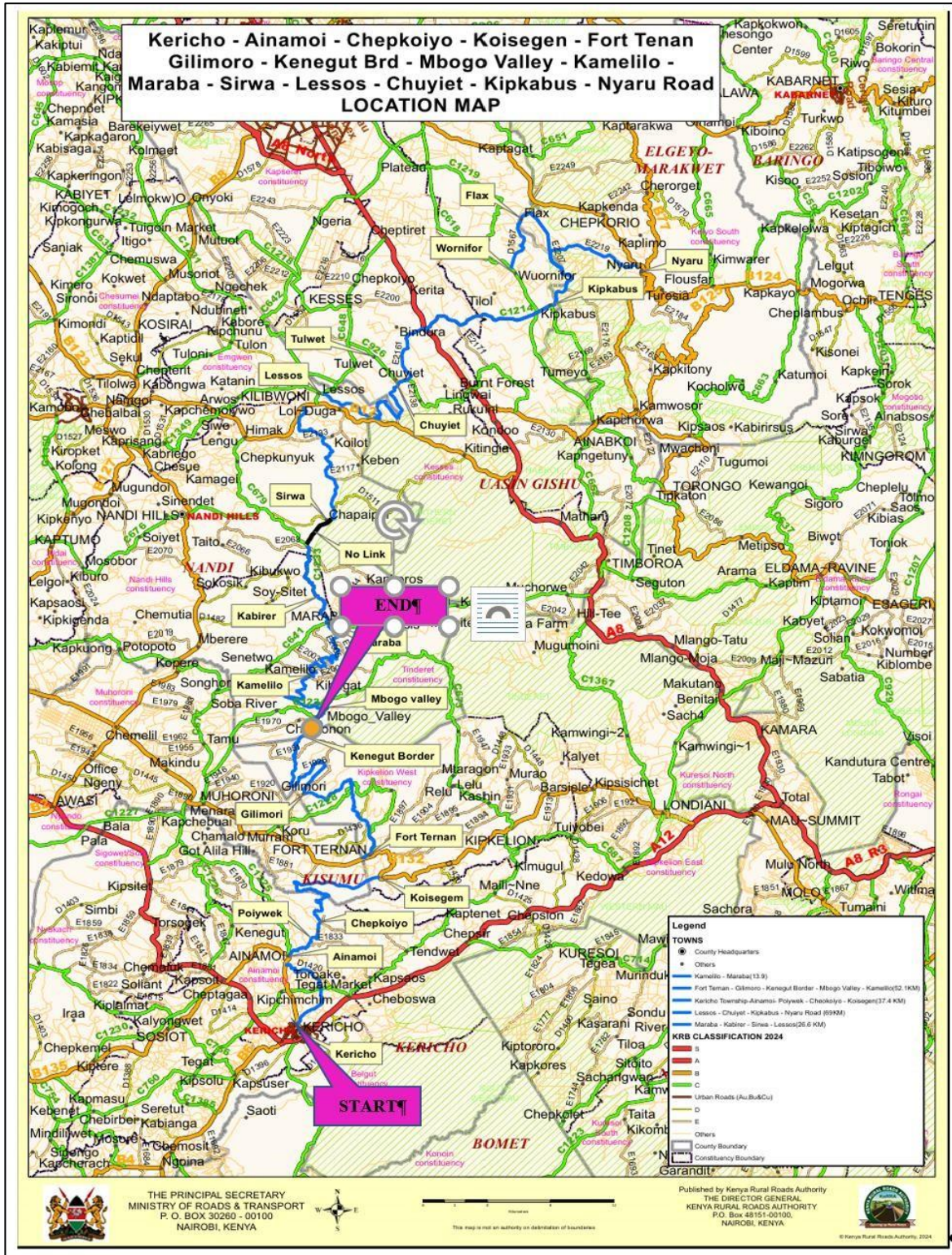
The existing corridor consists of low-standard earth and gravel sections, interspersed with short paved stretches. The route serves intensive agricultural areas, specifically tea estates, dairy belts, and grain zones, but its deteriorated condition limits reliable access to processing facilities and markets. In Kericho and Nandi Counties, the existing road geometry and drainage are inadequate for the steep gradients and high rainfall, leading to erosion, surface rutting, and shoulder loss.

The project aims to upgrade these roads to appropriate bitumen standards to enhance rural mobility, economic inclusion, and traffic flow. Additionally, the project will integrate the design of associated civil works for Fibre Optic Infrastructure to enhance digital connectivity in the region.

1.3 Location Map

Figure 1 shows the corridor and road section locations

Figure 1: Kericho – Ainamoi – Poiywek – Chepkoiyo – Koisegem – Fort Ternan – Gilimori – Kenegut Border Road



2 OBJECTIVES OF THE ASSIGNMENT

2.1 Main objectives

The primary objective of this consulting assignment is to develop comprehensive preliminary engineering design and draft bidding documents for the Kericho – Koisegem – Fort Ternan-Kenegut Border Road corridor. The assignment delivers design work to support Kenya National Highways Authority. The specific objectives are organized into five complementary areas addressing technical design, economic evaluation, procurement preparation, decision support, and stakeholder coordination.

2.2 Specific objectives

In particular, the study will include (but not be limited to) the specific objectives listed below:

1. **Fibre Optic Mapping:** Inspect and map out the location of existing fibre optic cables (if any) and utility corridors along the road alignment in consultation with the ICT Authority and relevant Service Providers to determine the optimal route for new infrastructure.
2. **Traffic and Economic Modelling:** Conduct comprehensive traffic surveys (motorized and non-motorized) and rigorous economic modelling to determine if the project's Economic Internal Rate of Return (EIRR) and Net Present Value (NPV).
3. **Alignment and Scope Optimization:** Identify the optimum road alignment and fibre optic route that maximizes Economic Internal Rate of Return (EIRR) while minimizing Land Acquisition as well as Social and Environmental impacts, with decision gate at Month 4 through Preliminary Concept Design Report presenting three evaluated alternatives enabling Kenya National Highways Authority to select preferred design approach.
4. **Preliminary Engineering Design:** Develop a Preliminary Engineering Design defining the horizontal/vertical alignment, typical cross-sections, and pavement structure sufficient to freeze the Right of Way (RoW) and define the Employer's Requirements and functional specifications for a future FIDIC Plant & Design-Build (Yellow Book) contract.
5. **Project Risk Structuring:** Formulate a comprehensive Project Risk Matrix and Project Risk Management Framework (Technical, Financial, Environmental and Social) to guide the risk allocation between the Employer and the Contractor in the future Design-Build contract.
6. **Cost Estimation:** Prepare a confidential, highly accurate Engineer's Cost Estimate and Unit Rate Analysis.
7. **Procurement Documentation:** Prepare comprehensive Employer's Requirements and draft bidding documents incorporating all environmental and social safeguards findings available during Phase 1, with documents structured for Kenya National Highways Authority.
8. **Stakeholder Engagement Support:** Support the Client in technical coordination and stakeholder engagement activities (public consultations, county government meetings) required for project appraisal.

9. **Training and Capacity Building:** Provide structured on-the-job training and capacity building for nominated KeNHA, KURA or KERRA staff in highway design, project development, and Design-Build procurement through active participation in assignment activities.

3 SCOPE OF SERVICES

3.1 Feasibility Studies & Preliminary Engineering Design Tasks

Estimated Duration: 8 Months

The Consultant shall:

- Review existing data, maps, and studies to identify critical gaps and validate the project concept.
- Conduct a physical inspection and mapping of existing fibre optic cables and utility corridors along the road alignment in consultation with the ICT Authority to prevent conflict and determine the optimal route for new infrastructure.
- Carry out detailed field investigations (Traffic, Topographical, Geotechnical, Hydrological) and Economic Analysis to determine the optimum intervention that balances economic viability (EIRR/NPV) with social and environmental sustainability.
- Develop the Preliminary Engineering Design (horizontal/vertical alignment, typical cross sections, pavement structure, drainage, and fibre duct locations).
- Formulate a Project Risk Framework and Risk Matrix identifying technical, geological, and financial risks to be allocated between the Employer and Contractor in the future FIDIC Yellow Book contract.
- Prepare a confidential Engineer's Cost Estimate (separated into Road Works and Fibre Optic Civil Works).
- Prepare Employer's Requirements, Initial Selection Document and Request for Proposals translating the Preliminary Engineering Design into performance-based specifications and procurement documentation suitable for Design-Build contractor selection.
- Conduct a Road Safety Audit of the Preliminary Engineering Design using internationally recognized approaches and standards, with findings shared with the Director (Highway Design and Survey, KeNHA) and the National Transport and Safety Authority, and recommendations incorporated into the final Preliminary Design Report.
- Provide structured on-the-job training and capacity building for Kenya National Highways Authority, Kenya Rural Roads Authority, and Kenya Urban Roads Authority counterpart staff through active participation in assignment activities, covering survey operations, traffic analysis, pavement design, economic evaluation using HDM-4, environmental considerations, Design-Build procurement, and technical report preparation.

4 DETAILED SCOPE OF WORK.

4.1 General

The Consultant shall perform all technical, economic, financial, and environmental analyses necessary. The Feasibility Studies and Preliminary Engineering Design shall be carried out in conformity with the current Kenya Road Design Manuals (Volumes 1–6, 2025 Edition), the Eurocodes (for Bridge Design), and the ICT Authority Standards (for Fibre Optic Infrastructure).

The economic analysis shall utilize the Highway Development and Management Model (HDM-4) software to determine the Economic Internal Rate of Return (EIRR), Net Present Value (NPV), and Benefit-Cost Ratio over a twenty-year evaluation period following the completion of construction. The HDM-4 analysis shall be conducted in accordance with international best practise methodologies and shall demonstrate whether the project meets the minimum EIRR threshold required for development partners financing.

The Preliminary Engineering Design shall be developed to a level of detail sufficient to achieve the following objectives: freeze the Right of Way corridor for land acquisition planning; define the Employer's Requirements that will form the basis for the future FIDIC Plant & Design-Build (Yellow Book); generate accurate quantities for preliminary cost estimation with an accuracy of $\pm 20\%$; and support rigorous economic and financial analysis using verified road characteristic parameters.

The overall responsibility for administrative coordination of the study rests with the Kenya National Highways Authority. The execution of the study will be under the direct supervision of the Highway Design and Engineers Training Department of KeNHA, which will serve as the primary technical review authority for all design submissions and reports.

As the design progresses, the Consultant shall maintain close liaison with KeNHA and shall submit Preliminary Design proposals for approval at key milestones according to the agreed work programme. These submissions shall include proposals for horizontal and vertical alignment, typical cross-sections, pavement structure, drainage strategy, major structures layout, and other technical aspects of the Preliminary Design. KeNHA approval shall be obtained before proceeding to the next phase of design development or before finalizing the Preliminary Design Report.

4.2 Phase 1: Feasibility Study and Preliminary Engineering Design

Within the scope of the feasibility studies and preliminary design, the Consultant shall conduct all topographical surveys, hydrological studies, sub-surface soil exploration, material surveys, traffic surveys and modelling, 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) Review of the existing data on the proposed road project and social and economic activities in the project study area, identifying critical information gaps that must be addressed to meet Development Partner appraisal standards;
- b) Collection of social, environmental, and physical data that is necessary to assist in the design of the project road;

- c) Preliminary Design survey and design work for the optimum alignment and design standards, including typical cross-sections, pavement structure, drainage strategy, and major structures layout. The design shall be developed to a level of detail sufficient to freeze the Right of Way and define the Employer's Requirements for the future FIDIC Plant & Design-Build (Yellow Book) contract. The Consultant shall submit all digital design files including CAD drawings, traffic models, HDM-4 economic analysis files, and GIS databases in native editable formats for review and verification by the Engineer;
- d) Carrying out traffic survey and traffic modelling using appropriate software along the project road and especially at intersections, proposed parking areas and other areas susceptible to traffic conflict. This shall inform economic analysis undertaken using the Highway Development and Management Model (HDM-4) software to determine the project's Economic Internal Rate of Return (EIRR), Net Present Value (NPV), and Benefit-Cost Ratio;
- e) Topographical surveys covering the selected alignment corridor, including cross-sections at appropriate intervals, longitudinal profiles, and plans at scales specified in the Kenya Road Design Manuals;
- f) Hydrological and hydraulic studies for the design of drainage systems and water crossings;
- g) Geotechnical investigations, material testing, soil investigation, and pavement evaluation using design standards compliant with the Kenya Road Design Manuals for optimization of the road alignment;
- h) Preliminary Materials Investigations for Pavement Design, including identification and testing of potential material sources along the alignment;
- i) Analysis of capacity and structural soundness of existing structures along the alignment, including load capacity assessment and recommendations for rehabilitation or replacement;
- j) Pavement evaluation for existing paved sections of the alignment if it is a standard pavement, including surface roughness, structural strength, and distress surveys;
- k) Technical and Economic Feasibility Studies for fibre optic cable infrastructure, including network and route designs, economic assessment, and financial viability analysis, all prepared in compliance with the Kenya Information and Communications Act or any other specific relevant regulatory framework, ICT Authority and International Telecommunication Union – Telecommunication Standardization Sector (ITU-T) standards;
- l) Preparation and submission of the Preliminary Engineering Design Report for the road works, including drawings, cost estimates, economic analysis results, and the Project Risk Matrix;
- m) Preparation of the Preliminary Technical and Economic Feasibility Report for the proposed Fibre Optic network, including full financial modelling and business case analysis;

4.2.1 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.

4.2.1.1 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.

It is a requirement that the established controls are submitted to the Survey of Kenya for approval before proceeding to detailed preliminary Engineering design.

4.2.2 Aerial Survey and Mapping

The Consultant shall carry out aerial photography 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 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 and long-term economic benefits. The consultant will then justify and

recommend the best alignment choice, which, after approval by the Employer/Engineer, preliminary 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.

4.2.2.1 Creation of GIS Databases

The Consultant shall develop a comprehensive GIS database ensuring all spatial data collected are captured in formats compatible with ESRI ArcGIS and QGIS. The GIS database shall serve as the primary repository for all spatial project information and shall be organized in accordance with KeNHA's standard data schemas and naming conventions.

Data requirements.

- i) All spatial data shall be mapped in the UTM Arc 1960, Zone 37S coordinate system with horizontal accuracy of thirty millimetres or better. The Consultant shall ensure geometric accuracy by establishing proper survey control networks as described in Section 4.2.1.1 of these Terms of Reference and by using survey-grade GNSS equipment or total station equipment for all spatial data collection.
- ii) All enclosed areas including quarry sites, borrow pits, and land parcels shall be captured as polygon features with properly closed boundaries.
- iii) All linear features including road alignments, drainage channels, and utility corridors shall be captured as continuous polyline features without gaps or overlaps.
- iv) All point features including survey control monuments, culvert locations, and Project Affected Persons shall be captured as point features with accurate coordinates.
- v) All land parcel features shall be populated with complete attribute data including parcel numbers, map sheet references, registered owner names as documented in official Title documents, land use classifications, and estimated land values.
- vi) The proposed road alignment shall be tagged with complete design data including horizontal curve parameters, vertical curve parameters, design speed, typical section references, and chainage values at regular intervals.
- vii) All attribute tables shall follow the data schema templates provided by KeNHA, ensuring consistency with the Authority's enterprise GIS database structure.

Deliverables for GIS databases.

The Consultant shall deliver the complete GIS database in both shapefile and geodatabase formats, organized in a logical folder structure with clear documentation. The GIS deliverables shall include but not limited to: -

- i) topographical features layers showing existing ground conditions, drainage patterns, vegetation cover, and built environment **as per the provided KeNHA data schemas;**
- ii) utility layers showing existing power lines, telecommunications cables, water supply pipelines, sewer lines, and other underground and overhead utilities identified during field surveys;
- iii) road assets layers showing existing road infrastructure including pavement extents, culverts, bridges, road signs, guardrails, kilometre posts, and other road furniture;

- iv) affected parcels layer showing all land parcels intersected by the proposed Right of Way with complete ownership and valuation data;
- v) Project Affected Persons layer showing locations of businesses, residences, and other structures within the Right of Way that will require relocation or compensation.
- vi) survey control layers showing all geodetic control points and project survey control monuments established during the topographical survey, with complete coordinate data and monument descriptions;
- vii) scanned copies of all survey plans, cadastral maps, and other reference maps used during the project, provided as georeferenced JPEG or TIFF format images properly registered to the project coordinate system;
- viii) complete metadata documentation describing data sources, collection dates, accuracy assessments, coordinate system specifications, and any limitations or caveats associated with the spatial data.

GIS database schemas

The Consultant shall provide a GIS Database User Guide explaining the database structure, attribute table schemas, file naming conventions, coordinate system specifications, and instructions for querying and analysing the spatial data. The User Guide shall enable KeNHA staff to effectively utilize the GIS database for land acquisition planning, stakeholder engagement, project monitoring, and eventual handover to the Design-Build Contractor.

Minimum details to be populated in the attribute tables (*The Authority will provide the shapefiles*) are as follows:

a) Survey controls

S. No	Name	Field type	Length	Precision
1	Easting	Double	10	3
2	Northing	Double	10	3
3	Height	Double	10	3
4	Remarks	Text	50	

b) Topographical data

Feature	Data type
Buildings	Polygon
Spot Heights	Point

Trees	Point
Rivers	Lines
Road Centreline	Line
Road Edge	Line
Road Reserve Extent	Line
Road Reserve Marker Post	Point
Fences	Line
Utilities	
Feature	Data type
Powerline	Line
Water Pipe	Line
Sewer line	Line
Fibre Cable	Line
Pipeline	Line
Advertisements signage/Bill boards	Points
Manholes	Points
Road Assets	Data type
Culverts	Points
Drainages	Line
Road Signage	Point

Kilometre Marker Post	Point
Feature	Data type
Road Humps	Line

c) Road design

	Field Name	Name	Field Type	Length	Precision
1	Road Class	Rdclass	Text	8	-
2	Road number	Rdnum	Text	8	-
3	Road Section	Rdsection	Text	50	-
4	Project name	Project	Text	200	
5	Contract Number	Contractno	Text	20	
6	start Date	Start_Date	Date		
7	End Date	End_Date	Date		
8	Revised End Date	Revised_Date	Date		
9	Name of the Consultant	Consultant	Text	50	
10	Resident Engineer	RE	Text	50	
11	Amount Awarded	Award	Double	10	2
12	Contract period	Contract Period	Short integer	10	
13	Address	Address	text	50	
14	Remarks	Remarks	text	100	

d) Land acquisition

	Field Name	Name/Alias	Field Type	Length	Precision
1	Road Class	RdClass	Text	8	-
2	Road number	RdNum	Text	8	-
3	Road Section	RdSection	Text	50	-
4	Parcel No	Parcel Number	Text	50	-
5	Map_Reference (RIM or Fr No)	Map-reference	Text	50	-
6	RegisteredOwner	Reg_Owner	Text	200	-
7	AcquiredArea_Ha	Acq_Area	Double	8	3
8	Project Name	Project	Text	200	
9	ContractNumber	Contract No	Text	50	
10	Remarks	Remarks	Text	100	-

e) Project Affected Persons (PAPS)

Field Name	Name		Field Type	Length	Precision
Name	Name		Text	50	
Field Name	Name		Field Type	Length	Precision
Telephone Number	Tel No		short integer	10	
Nearby Parcel Number	Parcel No		text	50	
Road Number	Road No		text	50	
Project Name	Project		text	200	
Contract No	Contract No		text	50	

Development 1	Improv1		text	100	
Development 2	Improv2		text	100	
Development 3	Improv3		text	100	
Development 4	Improv4		text	100	
Development 5	Improv5		text	100	
Development 6	Improv6		text	100	
Development 7	Improv7		text	100	
Development 8	Improv8		text	100	
Development 9	Improv9		text	100	
Development 10	Improv10		text	100	

4.2.3 Hydrology and Drainage Investigations

The Consultant shall provide a complete description of the hydrological features of the area, including:

- a) information about soils drainage along the alignments, such as sub-soils drain ability, drainage impedance, flooding of flat areas, etc.,
- b) characteristics of required water crossings.
- c) storm water drainages features and characteristics

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.

4.2.3.1 Drainage Structures

- a) 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.

- b) 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.
- c) The Consultant shall carry out flood estimate to ascertain the capacity of the existing structures and advice whether there is need for any replacement.
- d) The Consultant shall carry out materials test on the existing structures and compute durability index that will enable the Client to make decision on whether or not to replace the structure with a new one.
- e) The details required to facilitate the decision making on the existing structures shall be submitted at Preliminary design stage.

4.2.4 Traffic Analysis

The Consultant shall determine the type and volume of the existing traffic for the road by analysing 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) Traffic modelling

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 homogenous 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 Survey).

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:

- a) population growth and changes in rural urban population distribution;
- b) national and regional economic growth;
- c) development of agriculture, industry, commerce and tourism within the project area;
- d) development of social services facilities and schools;
- e) Other factors identified by the Consultant.

Based on the analysis, the Consultant shall make:

- a) detailed annual traffic forecasts for a period of ten years after the completion of the road; and
- b) 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.

To conduct traffic modelling, the Consultant shall begin by defining study objectives and gathering relevant data like traffic counts and demographic information. They shall then select an appropriate modelling software and build a digital representation of the road network. Thereafter calibration of the model to ensure accuracy of the process. The Consultant is expected to validate the model against real-world data. Several scenarios are to be developed and simulated to analyse traffic flow and assess proposed interventions. The model should be subjected to sensitivity analysis to check model robustness.

4.2.5 Economic Costs

The Consultant shall prepare comprehensive estimates of vehicle operating costs, road maintenance costs, and other economic cost parameters required for the Highway Development and Management Model (HDM-4) economic analysis in its present and improved state. The HDM-4 software shall be used as the primary analytical framework for

this assignment. All economic cost estimates developed under this section shall be prepared in formats compatible with HDM-4 input requirements and shall be used directly in the economic evaluation described in Section 4.2.6 of these Terms of Reference.

The Consultant shall undertake calibration of the HDM-4 model to ensure that all analytical relationships and parameters reflect conditions specific to Kenya and the project area. This calibration exercise is essential for producing reliable economic analysis results and shall include validation of vehicle operating cost relationships, pavement deterioration models, and maintenance effectiveness parameters against observed data from similar roads in Kenya. The Consultant shall collect primary data from the project area and from KeNHA's historical records to support the calibration process. The calibration methodology and results shall be documented in a standalone HDM-4 Calibration Report that will be submitted as a technical annex to the Feasibility Study Report and will be subject to review by KeNHA.

The development of vehicle operating cost estimates shall receive particular attention given that savings in vehicle operating costs typically constitute the largest quantifiable economic benefit from road improvement projects. The Consultant shall conduct comprehensive field surveys to collect current market data on all vehicle operating cost components including fuel prices, lubricant costs, tyre prices and lifespans, spare parts costs, maintenance labour rates, vehicle capital costs, insurance premiums, crew wages, and vehicle utilization patterns. This data collection shall cover a representative sample of vehicle types operating on rural roads in Kenya, including at minimum motorcycles, passenger cars, light commercial vehicles, medium trucks, heavy trucks, articulated trucks, and buses. The surveys shall be conducted in the project area and in nearby urban centres to capture regional price variations that may affect vehicle operating costs.

The vehicle operating cost data collected through field surveys shall be used to calibrate the HDM-4 vehicle operating cost models for Kenyan conditions. The Consultant shall ensure that all individual cost components input into the HDM-4 model are derived from direct investigation of local sources rather than from default values or international averages. Where significant regional variations in costs are identified, the Consultant shall use cost parameters representative of the project area. The Consultant shall also collect data on vehicle fleet characteristics including average vehicle ages, typical loading patterns, and maintenance practices, as these factors significantly influence vehicle operating costs and must be accurately represented in the HDM-4 model.

The Consultant shall ensure that road characteristic parameters input into the HDM-4 model accurately represent both the existing road condition and each of the design alternatives being evaluated. These parameters include pavement roughness measured using the International Roughness Index, horizontal and vertical alignment characteristics including gradient and curvature, road width and shoulder conditions, surface type, and altitude. Where design alternatives under evaluation have significantly different geometric or structural parameters, these differences shall be properly reflected in the HDM-4 model to ensure that vehicle operating cost calculations accurately capture the differential benefits of each alternative. The Consultant shall conduct field measurements of existing road roughness and shall use design geometry from the Preliminary Design to characterize the improved road scenarios.

Road maintenance cost estimates shall be developed for both the existing road condition and for each design alternative being evaluated. These estimates shall reflect the full range of

maintenance activities including routine maintenance, periodic maintenance, and major rehabilitation over the twenty-year evaluation period. The Consultant shall base maintenance cost estimates on KeNHA's historical expenditure data, unit cost records, and maintenance standards, adjusted where necessary to reflect the specific characteristics of the project road. Maintenance frequencies and intervention triggers shall be determined using HDM-4 pavement performance models calibrated to Kenyan conditions. The Consultant shall ensure that maintenance cost estimates properly account for the relationship between traffic volumes, axle loads, pavement structural strength, and pavement deterioration rates.

All economic costs developed under this section shall be expressed in economic prices rather than financial prices. The Consultant shall convert financial costs to economic costs by removing all taxes, duties, value-added tax, and other transfer payments to government. The Consultant shall apply appropriate economic conversion factors including the Standard Conversion Factor for traded goods, the Shadow Wage Rate for unskilled labour, and the Shadow Exchange Rate if applicable, using values specified by the Kenya's National Treasury. For major cost components including fuel, cement, bitumen, and steel, the Consultant shall undertake detailed economic pricing analysis to determine the appropriate shadow prices that reflect the true economic cost to Kenya of using these resources in the project.

The Consultant shall prepare a comprehensive Economic Cost Analysis Report documenting all data sources, collection methodologies, survey results, calibration procedures, shadow pricing calculations, and assumptions underlying the economic cost estimates. This report shall include detailed tables presenting vehicle operating cost parameters for all vehicle types, road maintenance unit costs and frequencies, economic conversion factors applied, and HDM-4 calibration parameters. The report shall be submitted as a technical annex to the Feasibility Study Report and shall provide sufficient detail to allow independent verification of all economic cost estimates by KeNHA.

4.2.6 Economic Evaluation

The Consultant shall undertake comprehensive economic evaluation of the project using the Highway Development and Management Model (HDM-4) over a twenty-year evaluation period following completion of construction. The economic evaluation shall determine whether the project achieves the minimum Economic Internal Rate of Return required for International Development Association financing and shall identify the design alternative that maximizes net economic benefits while meeting environmental and social sustainability criteria.

The Consultant shall use HDM-4 to evaluate at least two, and preferably three, alternative design standards representing different levels of investment and service quality, and with or without the necessary feeder roads. The alternatives to be evaluated shall be identified during the Preliminary Engineering Design phase based on engineering feasibility, environmental considerations, and preliminary economic screening. For each design alternative, the HDM-4 analysis shall compare lifecycle costs and benefits under two scenarios: the without-project scenario representing the future condition of the road if no improvements are made, and the with-project scenario representing the condition after implementation of the proposed improvements. The comparison of these scenarios over the twenty-year evaluation period will determine the incremental economic benefits attributable to the project.

The economic costs to be included in the HDM-4 analysis shall comprise:

- a) all capital costs for road construction including earthworks, pavement, drainage structures, bridges, road furniture, and fibre optic infrastructure;
- b) all costs associated with land acquisition and resettlement; consultant fees for design and supervision;
- c) and all recurrent costs for routine maintenance, periodic maintenance, and major rehabilitation over the evaluation period.

These costs shall be expressed in economic prices as developed in Section 4.2.5 of these Terms of Reference, with all taxes and transfer payments removed and appropriate shadow prices applied. The costs shall be distributed over time according to the anticipated construction schedule and maintenance programme, and shall be discounted to present value using the discount rate specified for IDA-funded projects in Kenya.

The economic benefits to be quantified in the HDM-4 analysis shall include all measurable improvements in transportation efficiency and road asset performance resulting from the project. The primary benefit categories shall be:

- a) savings in vehicle operating costs for all vehicle types using the road, calculated using the calibrated HDM-4 vehicle operating cost models;
- b) savings in travel time for passengers and freight, valued using appropriate Value of Time parameters for Kenya;
- c) savings in road maintenance expenditure over the evaluation period resulting from improved pavement structural strength and reduced deterioration rates;
- d) reductions in accident frequency and severity where reliable accident data permits quantification of this benefit; and
- e) residual value of the road pavement structure at the end of the twenty-year evaluation period, representing the remaining service life of the investment beyond the evaluation horizon.
- f) Any other factor that the Consultant may consider for the analysis, which must be of demonstrable transfer value within the Kenya economy.

All benefits shall be expressed in economic prices consistent with the economic cost estimates and shall be discounted to present value using the same discount rate applied to costs.

The Consultant shall undertake detailed qualitative analysis of indirect economic and social benefits that are difficult to quantify reliably through HDM-4 or other analytical tools. These indirect benefits may include improved access to markets, health facilities, and educational institutions for rural communities; facilitation of agricultural commercialization through reduced transport costs for farm inputs and outputs; stimulus to local economic development through improved business connectivity; enhanced resilience to climate shocks through provision of all-season road access; and contribution to poverty reduction through improved employment opportunities and service access. While these benefits are real and often constitute important justifications for rural road investments, they shall not be included in the quantitative economic evaluation unless the Consultant can demonstrate them through rigorously quantifiable terms with verifiable data. The qualitative assessment of indirect

benefits shall be presented separately in the Feasibility Study Report as complementary justification for project implementation alongside the quantitative HDM-4 analysis results.

The HDM-4 economic evaluation results shall be expressed using four standard economic performance indicators i.e.;

- a) the Economic Internal Rate of Return, representing the average annual economic return on the investment over the evaluation period;
- b) the Net Present Value, discounted at the rate specified for IDA-funded projects, representing the absolute economic value added by the project in present value terms;
- c) the Benefit-Cost Ratio, representing the economic return per unit of investment;
- d) the First Year Rate of Return, providing an indicator of how quickly the project begins generating economic returns.

The design alternative recommended for implementation shall be the alternative that achieves the highest Net Present Value among all alternatives meeting the minimum EIRR threshold, subject to environmental and social acceptability. Economic efficiency, measured by NPV maximization, shall be the primary criterion for design selection, but this shall be balanced against other considerations including land acquisition requirements, environmental impacts, social displacement, construction risk, and consistency with sector policies. Where a lower-cost alternative achieves adequate economic returns but substantially reduces adverse environmental or social impacts compared to the economically optimal alternative, the Consultant may recommend the lower-impact alternative with appropriate justification in the Feasibility Study Report.

The Consultant shall undertake comprehensive sensitivity analysis to test the robustness of the economic evaluation results under varying assumptions and to identify the critical variables that most significantly affect project viability. The sensitivity analysis shall:

- a) examine the impact of variations in traffic volumes, testing low growth, medium growth, and high growth scenarios as developed in the traffic forecasting analysis described in Section 4.2.4 of these Terms of Reference;
- b) test the impact of capital cost variations of $\pm 20\%$ from the base estimate, reflecting the inherent uncertainty in preliminary cost estimates and the potential for cost overruns or savings during detailed design and construction;
- c) test the impact of variations in vehicle operating costs and maintenance costs of $\pm 20\%$, reflecting uncertainty in the calibrated HDM-4 cost parameters;
- d) test the sensitivity of results to the discount rate by recalculating NPV at rates of ten percent, twelve percent, and fifteen percent; and
- e) test the impact of construction delays by modelling scenarios with one-year and two-year delays in project completion, which would defer benefit streams and affect project viability.

The results of the sensitivity analysis shall be presented in both tabular and graphical formats to facilitate interpretation by decision-makers. The Consultant shall prepare sensitivity tables showing how each performance indicator varies across the range of tested scenarios. The

Consultant shall also prepare spider diagrams showing graphically how EIRR and NPV respond to percentage changes in each critical variable, allowing easy identification of which variables have the greatest impact on project viability. Based on the sensitivity analysis results, the Consultant shall identify the critical risk factors that could cause the project to fall below minimum viability thresholds and shall recommend risk mitigation measures to be incorporated into project design and implementation planning.

The Consultant shall submit all HDM-4 model files including scenario definitions, input data files, calibration parameters, and results files in native HDM-4 format to KeNHA. These files shall be organized systematically with clear file naming conventions and shall be accompanied by a User Guide explaining the model structure, key assumptions, and instructions for running alternative scenarios. The provision of complete HDM-4 model files is essential to allow independent verification of the economic analysis by KeNHA during project appraisal and to enable sensitivity testing beyond the scenarios analysed by the Consultant.

The economic evaluation results shall be documented in a comprehensive Economic Analysis Report that will be submitted as a key component of the Feasibility Study Report. This report shall present the complete HDM-4 analysis methodology, all input assumptions and data sources, calibration results, evaluation results for each design alternative, sensitivity analysis findings, and the recommended design alternative with supporting justification. The report shall be structured to satisfy the requirements of the Project Appraisal Document Technical Annex on Economic and Financial Analysis.

4.2.7 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 considered 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 reflectometer (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.

4.2.8 Design Standards

The Preliminary Engineering Design shall, unless otherwise agreed with KeNHA, be carried out in conformity with the standards contained in the 2025 Kenya Road Design Manuals Volumes 1 through 6, the Standard Specification for Road and Bridge Construction, relevant Eurocodes for structural design, and ICT Authority Standards for fibre optic infrastructure. The Consultant shall be responsible for all design details within this framework, ensuring that the Preliminary Design is sufficiently complete and well-documented to serve as the basis for Employer's Requirements in the future FIDIC Plant & Design-Build (Yellow Book) contract.

The methodologies used in the design of pavements, earthworks, drainage systems, and structures shall be based on sound engineering principles as codified in the Kenya Road Design Manuals and internationally accepted practice. The design shall optimize the use of locally available materials to minimize project costs while meeting required performance standards. The Consultant shall investigate potential material sources during the geotechnical investigation phase and shall design pavement structures, embankments, and other works to make maximum economic use of materials available within reasonable haul distances from the project site. At all times, the design shall achieve an appropriate balance between capital construction costs and whole-life maintenance costs, as demonstrated through the HDM-4 economic analysis described in Sections 4.2.5 and 4.2.6 of these Terms of Reference.

The metric SI system shall be used throughout all design calculations, drawings, cost estimates, and reports. The standards for design of different road classes and bridge types as stipulated in the Kenya Road Design Manuals shall be adhered to where technically feasible and economically justified. Where site-specific conditions, economic analysis results, or other technical considerations indicate that alternative standards or design approaches would be more appropriate than those specified in the design manuals, the Consultant shall provide detailed technical justification for the proposed alternatives and shall obtain written approval from KeNHA before incorporating such alternatives into the Preliminary Engineering Design.

4.2.9 Preliminary Concept Design

The Consultant shall prepare a Preliminary Concept Design representing the culmination of all field investigations, technical studies, and design analyses conducted during the first three and one-half months of Phase 1. The Preliminary Concept Design serves as a critical phase gate at which the Client will review and approve the fundamental project parameters before the Consultant proceeds with detailed design development. The concept design shall be developed to sufficient detail to enable the Client to make informed strategic decisions regarding alignment selection, design standards, major structures configurations, project scope, environmental and social feasibility, and economic viability.

The Consultant shall conduct comprehensive field investigations and technical studies to support development of the concept design. The aerial photography or LIDAR survey specified in Section 4.2.2 shall be completed with all products delivered to enable accurate terrain modelling and alignment evaluation. Topographical surveys shall cover a corridor of at least two kilometres width along all alignment alternatives under consideration to provide adequate data for comparative evaluation. Preliminary geotechnical investigations shall be conducted to identify major foundation challenges including very soft soils, rock outcrops, or

landslide-prone areas that could affect alignment feasibility or construction costs. Preliminary materials investigations shall confirm availability of road construction materials including aggregates, embankment fill materials, and water sources within economic haul distances. Hydrological reconnaissance shall identify all major waterway crossings and shall provide preliminary estimates of required waterway openings based on catchment analysis and observations of high-water marks or local flooding patterns. Traffic surveys including classified vehicle counts, origin-destination surveys, and axle load surveys shall be completed to establish baseline traffic conditions and loading patterns. Cadastral surveys shall define land parcel boundaries along all alignment corridors under consideration to enable assessment of land acquisition requirements.

Based on the field data collected, the Consultant shall develop and evaluate at least two viable alignment alternatives and preferably three alternatives offering different approaches to achieving project objectives. Each alignment alternative shall be developed to sufficient detail to enable meaningful technical and economic comparison. The evaluation of alternatives shall consider technical feasibility including compliance with geometric design standards and ability to construct the road using conventional methods, capital cost differences reflecting variations in earthwork quantities, major structures requirements, and materials haul distances, land acquisition requirements with assessment of number of affected parcels and structures, environmental impacts including effects on protected areas, water resources, and sensitive ecosystems based on coordination with the ESIA consultant, social impacts including resettlement requirements and community severance effects based on coordination with the RAP consultant, and operational performance including travel time, road safety characteristics, and ease of future maintenance.

4.2.10 Final Engineering Design

The Consultant shall investigate alternative geometric, pavement, and structural design options with a view to identifying the optimum solution that balances technical feasibility, economic viability, environmental sustainability, and social acceptability. The design alternatives shall be developed in accordance with the Kenya Road Design Manuals while taking into account site-specific conditions including topography, climate, available materials, geotechnical conditions, hydrological characteristics, and aesthetic considerations. The Consultant shall advise the Director, Highway Design and Survey, Kenya National Highways Authority, of any proposed modifications to the design manuals based on conditions revealed during the design development process, providing technical justification for any recommended changes and obtaining written approval before incorporating such modifications into the Preliminary Engineering Design.

Based on traffic studies and projections, economic analyses, and geotechnical investigations, the Consultant shall develop at least two and preferably three alternative design standards for evaluation. Each design alternative shall represent a distinct level of investment and service quality, allowing meaningful comparison of costs and benefits. The Consultant shall evaluate each alternative in terms of capital construction cost, whole-life maintenance cost over a twenty-year evaluation period, economic viability, environmental and social impacts, construction risk and complexity, implementation schedule, and land acquisition requirements. Priority shall be given to alternatives that minimize land acquisition and social displacement, provided such alternatives achieve adequate economic returns and meet required service standards.

The design life for all pavement alternatives shall be twenty (20 No.) years. Pavement design shall be based on projected traffic volumes and axle loading determined through the traffic surveys and forecasts described in Section 4.2.4 of these Terms of Reference. The Consultant shall conduct axle load surveys to determine appropriate Equivalent Standard Axles for pavement design in accordance with Kenya Road Design Manual Volume 3. The pavement design methodology shall follow the mechanistic-empirical procedures specified in the design manuals, with all assumptions and calculations fully documented to enable verification during project implementation appraisal mission.

The Consultant shall prepare Preliminary Engineering Design proposals for submission to KeNHA at key milestones during the design development process. These submissions shall include proposals for horizontal and vertical alignment showing the selected corridor and key geometric parameters; typical cross-sections for different road segments showing pavement structure, drainage features, and Right of Way requirements; drainage strategy showing the overall approach to surface water management and locations of major drainage structures; and conceptual layouts for major structures including bridges and large culverts with preliminary sizing and foundation concepts. KeNHA approval shall be obtained for these key design elements before proceeding to finalize the Preliminary Engineering Design Report.

The Preliminary Engineering Design work shall include but not be limited to: -

- a) plan and profile drawings at scale 1:1000 horizontal and 1:100 vertical, or at alternative scales approved by KeNHA, showing the recommended alignment with all horizontal and vertical curve data, chainages, benchmark locations, and key features.

The deliverables shall include but not be limited to: -

- i. typical cross-section drawings at scale 1:200 showing pavement layer thicknesses, side slopes, drainage features, Right of Way limits, and all relevant dimensions for different road segments.
 - ii. critical cross-sections at scale 1:200 showing the relationship between existing ground and proposed road profile at representative locations along the alignment, particularly at major cut and fill sections, structure locations, and other areas of particular interest.
- b) topographical survey maps at appropriate scales showing the selected alignment corridor with sufficient width to demonstrate that the design can be constructed within available Right of Way. All topographical survey data shall meet the accuracy requirements specified in the Kenya

Road Design Manuals. The deliverables shall include but not be limited to: -

- i. drainage layout drawings showing all culverts, side drains, catch basins, outfall locations, and erosion protection measures.
- ii. structure layout drawings showing conceptual designs for all bridges and major culverts including spans, abutment locations, foundation depths, and waterway areas.
- iii. pavement design calculations and materials test results supporting the recommended pavement structure for each design alternative.

The Consultant shall analyse existing and planned land use patterns along the alignment corridor and shall consider the potential impact of future development on road layout and design. This analysis shall identify locations where future roadside development may create access management challenges, areas where service roads or frontage roads may be needed to separate through traffic from local access, and locations where geometric design should anticipate future intersection improvements or capacity expansion. The land use analysis shall inform Right of Way requirements and shall be documented in the Preliminary Engineering Design Report to guide future access management needs during detailed design and implementation planning.

The level of design detail in all Preliminary Engineering Design deliverables shall be sufficient to freeze the Right of Way corridor for land acquisition planning, to define the Employer's Requirements for the future FIDIC Plant & Design-Build (Yellow Book) contract, to generate preliminary quantities for cost estimation with twenty percent accuracy, and to support rigorous economic evaluation using HDM-4 with reliable road characteristic parameters. The Preliminary Engineering Design shall demonstrate that the recommended solution is technically feasible, economically viable, environmentally acceptable, and socially sustainable. Specifically, the design documentation shall be complete and self-contained such that Kenya National Highways Authority can proceed to Design – Build procurement without requiring additional investigations or design development beyond the Contractor's detailed design responsibilities under FIDIC Sub-Clause 5.1.

4.2.11 Fibre Optic Connectivity Technical and Economic Feasibility

The Consultant shall conduct comprehensive Technical and Economic Feasibility Studies for fibre optic cabling infrastructure to be installed along the project road corridor. The feasibility studies shall determine whether fibre optic infrastructure installation is technically viable, economically justified, commercially sustainable, and compliant with regulatory requirements. The studies shall be conducted in accordance with ICT Authority of Kenya technical standards for national fibre optic infrastructure, International Telecommunication Union Recommendations (particularly ITU-T L.35 for installation of optical fibre cables in road infrastructure and ITU-T G.652.D for single-mode fibre characteristics), the Kenya Information and Communications Act (Cap 411A), and Communications Authority of Kenya licensing and interconnection regulations governing open-access infrastructure.

The Consultant shall conduct detailed route reconnaissance and Outside Plant surveys to assess the physical feasibility of fibre optic installation along the road corridor. The surveys shall document terrain characteristics including topography, soil types, rock outcrops, water crossings, and vegetation that may affect duct installation methods and costs. The surveys shall identify and map all existing utilities and infrastructure within the road corridor including power transmission lines, telecommunications cables, water pipelines, sewer lines, oil and gas pipelines, and any other underground or overhead infrastructure that may constrain fibre duct placement or create construction conflicts. The surveys shall be conducted in close coordination with the ICT Authority, Kenya Power, telecommunications operators, water utilities, and other infrastructure owners to obtain accurate information on existing facilities and planned future installations.

The Consultant shall analyse the availability and condition of any existing telecommunications civil works infrastructure along the corridor that might be utilized for the

project, assessing whether existing civil works have sufficient spare capacity, meet current required minimal technical standards, and are accessible under reasonable commercial terms. Where existing civil works infrastructure is inadequate or unavailable, the Consultant shall design new civil works installations integrated with the road civil works. The civil works design shall specify duct sizes, materials, burial depths, protection measures, and installation methods appropriate for the road construction methodology and soil conditions. The design shall provide for multiple ducts to accommodate future capacity expansion and shall include access chambers at appropriate intervals for cable installation, maintenance, and network branching.

The Consultant shall evaluate all environmental and regulatory constraints affecting fibre optic infrastructure deployment. The evaluation shall assess requirements for environmental impact licensing, wayleave permits, spectrum licensing if wireless backhaul is proposed, interconnection agreements with existing network operators, and compliance with ICT Authority technical standards. The evaluation shall identify any protected areas, cultural heritage sites, or environmentally sensitive zones along the corridor where special installation methods or routing adjustments may be required. The Consultant shall coordinate with the Environmental and Social Safeguards specialists to ensure that fibre optic infrastructure deployment is incorporated into the project Environmental and Social Management Plan.

The Consultant shall develop preliminary network architecture defining the technical configuration of the fibre optic network. The architecture shall specify whether the network will utilize single-mode or multi-mode fibre, the number of fibre cores required to meet capacity projections, the optical transmission technology and equipment specifications, the locations of network nodes and equipment shelters, the power supply arrangements for active equipment, and the network topology including backbone routes, distribution branches, and last-mile connectivity options. The architecture shall be designed to support open-access connectivity, allowing multiple service providers to utilize the infrastructure on non-discriminatory terms in accordance with ICT Authority open-access policy.

The Consultant shall assess telecommunications market demand in the project area through analysis of existing connectivity levels, identification of underserved communities and institutions, consultation with potential anchor customers including government offices, schools, health facilities, and businesses, and projection of future connectivity demand based on population growth and economic development trends. The demand assessment shall quantify potential revenue streams from wholesale capacity leasing to telecommunications operators, retail services to end users, and government network connectivity requirements. The assessment shall identify viable business models including infrastructure ownership by government with wholesale capacity leasing, public-private partnership arrangements, or private sector concession models.

The Consultant shall conduct detailed stakeholder consultation with ICT Authority, telecommunications operators, internet service providers, county governments, potential anchor customers, and community representatives to validate demand projections, identify partnership opportunities, assess willingness to pay for connectivity services, and gather input on network design and service delivery models. The consultation process shall document stakeholder interests, concerns, and recommendations, and shall inform both the technical design and the commercial structure of the proposed network.

The Consultant shall prepare comprehensive capital expenditure estimates covering all costs of fibre optic infrastructure deployment including duct installation as part of road civil works, fibre optic cable procurement and installation, network equipment and shelters, power supply systems, testing and commissioning, and project management and design costs. The CAPEX estimates shall clearly separate costs that will be incurred as part of the road construction contract from costs that will be incurred separately for fibre blowing and equipment installation. The estimates shall be based on current market prices verified through supplier quotations or recent comparable projects.

The Consultant shall prepare operating expenditure projections covering network operations and maintenance including fibre cable monitoring and repairs, equipment maintenance and upgrades, electricity costs for active equipment, staff costs for network operations, billing and customer service costs if retail services are provided, and network management system costs. The OPEX projections shall cover a twenty-year operating period and shall account for equipment lifecycle replacement requirements and technology evolution.

The Consultant shall develop a financial model projecting revenues, expenditures, and cash flows over a twenty-year period under different business model scenarios. The financial analysis shall calculate Net Present Value, Internal Rate of Return, and Payback Period to assess commercial viability. The analysis shall determine the minimum wholesale or retail pricing required to achieve financial sustainability and shall assess whether such pricing is competitive with alternative connectivity options and affordable for target customers. The financial model shall incorporate realistic assumptions about revenue growth, market penetration rates, operating cost trends, and capital replacement cycles.

The Consultant shall conduct economic analysis of the fibre optic investment to quantify broader socio-economic benefits beyond direct financial returns. The economic analysis shall assess impacts on business productivity through improved connectivity, improved access to government services, education, and healthcare through digital delivery channels, enhanced agricultural value chains through market information and digital payments, and stimulus to entrepreneurship and employment through digital economy opportunities. The economic analysis shall calculate economic NPV and EIRR incorporating both direct financial cash flows and quantified economic benefits valued using appropriate shadow prices and willingness-to-pay estimates.

The Consultant shall conduct sensitivity analysis testing the financial and economic viability under varying assumptions about capital costs, operating costs, demand uptake rates, pricing levels, technology costs, and competitive dynamics. The sensitivity analysis shall identify critical risk factors that could undermine project viability and shall recommend risk mitigation measures including phased implementation approaches, demand aggregation strategies, or public subsidy requirements to bridge viability gaps in underserved rural areas.

The Consultant shall prepare a comprehensive Fibre Optic Technical and Economic Feasibility Reports documenting all technical investigations, demand assessments, stakeholder consultations, cost estimates, financial projections, economic analysis results, and implementation recommendations. The report shall include network design drawings showing duct routes and network topology, technical specifications for ducts, cables, and equipment, financial model documentation with all assumptions and calculations transparent, economic analysis methodology and results, and a recommended implementation strategy including

phasing, business model, financing arrangements, and institutional responsibilities. The report shall provide sufficient detail to enable KeNHA, and ICT Authority to assess the viability of the fibre optic component and to make informed decisions about whether to proceed with implementation as part of the road project or through alternative arrangements.

4.2.12 Preliminary Cost Estimates

The Consultant shall prepare comprehensive Preliminary Cost Estimates with an accuracy of plus or minus twenty percent for all project components. These cost estimates shall be sufficiently detailed and accurate to support determination of the Implementation Loan Amount during loan negotiations and to serve as the cost basis for economic evaluation using HDM-4. The cost estimates shall be prepared using current market prices and shall be presented in both financial prices and economic prices to support both loan amount determination and economic analysis.

The Consultant shall prepare preliminary quantities estimates for all major work items, with an accuracy of $\pm 20\%$, based on measurements taken from the Preliminary Engineering Design drawings and supported by calculations documented in the design reports. The quantity estimates shall include:

-

- a) earthworks quantities comprising clearing and grubbing, common excavation, rock excavation, and embankment fill, all calculated from cross-sections taken at appropriate intervals along the alignment;
- b) pavement quantities comprising subgrade improvement materials, subbase materials, base course materials, and surface course materials, calculated based on pavement layer thicknesses from the pavement design and carriageway dimensions from the typical sections;
- c) drainage structure quantities comprising pipe culverts of various sizes, box culverts, side drains, cross drains, and erosion protection measures, enumerated from the drainage layout drawings;
- d) structures quantities comprising bridge deck areas, foundation volumes, pier and abutment concrete quantities, and reinforcement steel tonnages for all major bridges;
- e) fibre optic infrastructure quantities comprising duct lengths, chamber numbers, cable lengths, and network equipment items.;
- f) road furniture and appurtenances comprising road signs, pavement markings, guardrails, delineators, and other safety features.

The Consultant shall develop unit prices for all major work items, with an accuracy of $\pm 20\%$, through **detailed buildup from first principles** using basic resource costs including labour rates, equipment hire rates, material prices, and contractor overheads and profit margins appropriate for projects of this nature in Kenya. The unit price buildups shall be documented in sufficient detail to allow verification and adjustment if necessary, during loan negotiations or detailed design. The Consultant shall conduct market surveys to establish current prices for major materials including cement, bitumen, steel reinforcement, aggregates, fuel, and other significant cost items. The unit prices shall reflect conditions in the project area including haul

distances for materials, availability of skilled labour, and any sitespecific factors that may affect construction costs.

The cost estimates shall be presented with clear separation of foreign currency and local currency components to support development partner financing arrangements. The foreign currency component shall include: -

- a) costs of imported equipment, materials and supplies that must be procured internationally;
- b) identifiable foreign currency components of domestically manufactured equipment and materials;
- c) salaries and allowances for expatriate key personnel; and
- d) profit margins and overheads attributable to foreign contractors or suppliers where applicable.

The local currency component shall include: -

- a) costs of land acquisition and resettlement compensation;
- b) locally sourced materials, supplies, and services;
- c) salaries and wages for local employees both skilled and unskilled; and
- d) domestic contractor profit and overheads.

The Consultant shall prepare a detailed tax analysis showing all applicable taxes, levies, and duties included in the financial cost estimates. This analysis shall separately quantify Value Added Tax, import duties, withholding taxes, local government levies, and any other fiscal charges embedded in the cost estimates. This tax analysis is essential for determining the appropriate financing arrangements and for converting financial costs to economic costs for the HDM-4 economic analysis.

The Consultant shall provide justification for the recommended Variation of Price formula and percentage, based on analysis of the key cost components and their historical price volatility. The VOP analysis shall identify the major cost drivers including bitumen, cement, steel, fuel, and labour, and shall recommend appropriate weighting factors for each component based on their percentage contribution to total project cost. The analysis shall reference recent price trends for these commodities in Kenya and shall recommend the baseline date and price adjustment mechanism appropriate for a Design-Build contract anticipated to commence approximately eighteen to twentyfour months after completion of the Feasibility Study.

The cost estimates shall be summarized in clear tabular formats showing total costs by major work category, breakdown between foreign and local currency costs, identification of tax components, and comparison of financial prices versus economic prices. The documentation shall be structured to facilitate independent verification, with unit rates cross-referenced to source quotations or published price indices, quantities traceable to specific drawing references and calculation sheets, and all assumptions stated explicitly such that a reviewer unfamiliar with the project can reproduce the estimate from the supporting documentation alone.

4.2.13 Draft Procurement Documentation (Employer's Requirements and Request for Proposals)

The Consultant shall prepare the Employer's Requirements and Preliminary Technical Specifications that will form the technical foundation for the future FIDIC Plant & Design-Build (Yellow book) contract. These documents shall define the functional and performance requirements for the project while preserving appropriate design flexibility for the future Design-Build Contractor. The documents shall be prepared in accordance with FIDIC Yellow Book (Plant & Design-Build Contract, Second Edition, 2017) and the required Standard Procurement Documents for Works under Design-Build contracts.

4.2.13.1 Draft Employer's Requirements

The Consultant shall prepare draft Employer's Requirements defining functional and performance requirements for the project while preserving appropriate design flexibility for the Design-Build Contractor. The Employer's Requirements shall balance prescription and performance to achieve Kenya National Highways Authority objectives while enabling contractor innovation and value engineering.

The fundamental principle governing preparation of the Employer's Requirements is that requirements shall be prescriptive for functional standards, performance criteria, quality requirements, and safety and environmental compliance, but flexible regarding design solutions, construction methodology, and innovation opportunities. Requirements shall be sufficiently detailed to enable prospective Design-Build Contractors to understand project scope, assess risks, develop preliminary designs, and prepare competitive proposals, but not so prescriptive as to eliminate design flexibility, predetermine solutions, or erode the benefits of Design-Build procurement.

Document Structure and Contents

The Employer's Requirements shall be structured in accordance with the required Standard Procurement Document Section VII (Employer's Requirements) for Design-Build works. Table 4.2.13 specifies the required document structure and contents for each section.

Table 4.2.13: Employer's Requirements Document Structure

Section	Title	Required Contents
Part A	General Requirements	The General Requirements shall provide a comprehensive statement of Employer objectives including project purpose, connectivity improvements, economic development objectives, and service standards to be delivered. This section shall establish the contract administration framework defining the Engineer's role and authority in accordance with FIDIC Sub Clauses 3.1-3.7, quality management system requirements per Sub-Clause 4.9, design submission and approval procedures per Sub-Clause 5.2, and programming and progress reporting requirements per Sub-Clause 8.3.

Section	Title	Required Contents
Part B	Environmental and Social Requirements	<p>The Environmental and Social Requirements shall specify obligations derived from the Environmental and Social Impact Assessment and Resettlement Action Plan, addressing FIDIC Sub-Clauses 4.6 (co-operation with environmental and social monitoring), 4.8 (health and safety obligations), 4.18 (environment protection including the Contractor's Environmental and Social Management Plan), 4.21 (site security per ESS4), 4.23 (archaeological chance finds per ESS8), and 6.2/6.5 (labour conditions per ESS2). The section shall include SEA/SH prevention requirements including Code of Conduct, grievance mechanisms, and incident response protocols.</p>
Part C	Scope of Works	<p>The Scope of Works shall define functional and performance requirements rather than prescriptive design solutions, specifying geometric design standards with alignment corridor and mandatory control points, pavement performance criteria including design life, terminal International Roughness Index values, and structural capacity requirements, drainage system performance including design flood return periods, erosion control standards, and discharge requirements, structures load capacity and durability requirements in accordance with Kenya Road Design Manual and Eurocodes, fibre optic duct and network specifications per ICT Authority standards, and road safety feature requirements. The section shall include Key Performance Indicators and measurable completion criteria that the Design-Build Contractor must achieve for works acceptance, including drainage systems passing hydraulic performance tests, schedule milestones, quality assurance requirements, environmental compliance criteria, and social safeguards implementation requirements. All completion criteria shall be objective and verifiable through testing and inspection procedures specified in the contract documents.</p>

Section	Title	Required Contents
Part D	Site Information	The Site Information section shall present factual data compiled from all investigations conducted during the Feasibility Study, provided without warranty for Contractor risk assessment and design development. The data shall include topographical survey data and control network information, geotechnical borehole logs and laboratory test results, hydrological data and flood records, traffic count data and axle load survey results, environmental and social baseline conditions, existing utilities records, and land ownership status and acquisition progress.
Part E	Contractor's Key Personnel	The Key Personnel section shall specify minimum qualifications including academic credentials, years of experience, and specific project experience requirements for the Contractor's Representative, Design Manager, Construction Manager, Environmental Specialist, Social Specialist, Health and Safety Specialist, SEA/SH Expert (for high-risk projects), and Survey Manager at minimum. The Consultant may propose additional Key Personnel for the Contractor.
Part F	Specifications	The Specifications shall define technical standards based on Standard Specification for Road and Bridge Construction (Kenya, 2023 Edition) adapted to reflect the Design-Build procurement approach. The section shall include materials quality standards and workmanship requirements for earthworks, pavement layers, drainage works, structural works, road furniture, and fibre optic civil works, together with testing methods, acceptance criteria, non-conformance procedures, and traffic management requirements during construction.
Part G	Drawings	The Drawings section shall include Preliminary Engineering Design drawings developed during the Preliminary Engineering Design phase, clearly labelled as guidance demonstrating feasible solutions rather than mandatory design requirements. The Preliminary Engineering Design shall provide sufficient detail to enable prospective Contractors to understand scope and prepare realistic cost estimates. Drawings shall include general arrangement showing project limits, plan and profile drawings at appropriate scales, typical cross-sections, pavement typical sections showing reference layer thicknesses and materials,

Section	Title	Required Contents
		drainage layout with major structure locations, preliminary bridge general arrangements, junction layouts, and fibre optic route alignment and network architecture.
Part H	Supplementary Information	The Supplementary Information section shall comprise supporting documents bound separately and cross-referenced to the main Employer's Requirements, including complete geotechnical investigation reports, hydrological analysis reports, traffic survey reports, materials source investigation reports, Environmental and Social Impact Assessment and Resettlement Action Plan executive summaries with reference to full documents, and the economic analysis report. This section shall also include the Project Risk Matrix identifying all significant technical, geological, environmental, social, and commercial risks that could affect project delivery. For each risk, the matrix shall specify which party bears primary responsibility, what mitigation measures are required, and what mechanisms exist for managing risks that materialize during implementation. The Risk Matrix shall reflect the Design-Build procurement approach where the Contractor assumes substantially more design and construction risk than in traditional Employer-design contracts.

4.2.13.2 Draft Request for Proposals Structure

The Consultant shall prepare complete draft Request for Proposals comprising all documents required for international competitive procurement. The Request for Proposals shall accommodate Design-Build procurement approach where proposers submit both technical proposals demonstrating design approach and capability to deliver works, and financial proposals providing price for executing project according to Employer's Requirements. The procurement documents shall comprise the following sections:

- Instructions to Proposers defining all procedural requirements for proposal preparation and submission, establishing timeline for procurement process from Request for Proposals issuance through contract award.
- Proposal Data Sheet providing project-specific information supplementing Instructions to Proposers.
- Evaluation and Qualification Criteria establishing methodology for assessing both technical and financial proposals, defining minimum qualification requirements that proposers must meet to be eligible for detailed evaluation.

- General Conditions of Contract incorporating FIDIC Yellow Book (Plant & Design-Build, Second Edition, 2017) as foundation for contractual relationship between Kenya National Highways Authority as Employer and selected Design-Build Contractor.
- Particular Conditions of Contract supplementing and where necessary amending FIDIC General Conditions to address project-specific requirements and adapt standard FIDIC provisions to Kenyan legal and regulatory context.
- Employer's Requirements as described in Section 4.2.13.1, either included within Request for Proposals or provided as cross-referenced separate document.
- Proposal Forms providing standard formats that proposers must complete and submit, standardizing presentation of information and facilitating evaluation by ensuring all proposers provide information in same format.
- Contract Forms providing standard formats for contract execution.

4.2.13.3 Quality Requirements and Coordination Protocol

The Consultant shall ensure draft procurement documents are internally consistent with all cross-references correctly specified, technically complete, compliant with the required Procurement Regulations and Standard Procurement Documents, and aligned with FIDIC Yellow Book contractual framework. Documents shall be clearly marked as drafts prepared during preparatory phase, noting that Kenya National Highways Authority will finalize documents during loan effectiveness period to incorporate final loan conditions, any adjustments required by loan negotiations, and final Environmental and Social Impact Assessment and Resettlement Action Plan requirements. Draft documents shall be of sufficient quality that Kenya National Highways Authority finalization work is limited to administrative updates and incorporation of specific requirements, not substantive redrafting of procurement strategy or contractual framework.

The Consultant shall coordinate with Environmental and Social Impact Assessment and Resettlement Action Plan consultants during draft procurement documentation preparation through joint coordination meetings in Months 5, 6, and 7 to review Environmental and Social Impact Assessment and Resettlement Action Plan progress, identify requirements ready for integration, and plan incorporation of findings into draft Employer's Requirements. The Consultant shall provide Preliminary Engineering Design information to Environmental and Social Impact Assessment and Resettlement Action Plan consultants to support their assessments, shall review Environmental and Social Impact Assessment and Resettlement Action Plan deliverables as they become available, and shall extract requirements for incorporation into draft Employer's Requirements including environmental management measures, social mitigation measures, resettlement requirements, and monitoring and reporting obligations.

The Consultant shall clearly document in Month 8 deliverable package which coordination activities were completed, which safeguards requirements were incorporated into draft procurement documents, and which Environmental and Social Impact Assessment or Resettlement Action Plan requirements were not yet available for incorporation with notation that Kenya National Highways Authority will incorporate these during finalization. This documentation ensures Kenya National Highways Authority understands exactly what

finalization work remains and can plan accordingly for completing procurement documents during loan effectiveness period. The coordination protocol recognizes that final Environmental and Social Impact Assessment and Resettlement Action Plan deliverables may not be available until after Month 8, and accommodates this reality while ensuring maximum integration of safeguards requirements based on information available during Phase 1.

All draft procurement documentation shall be professionally formatted with clear section numbering, comprehensive tables of contents, cross-referencing between related sections, and consistent terminology throughout. The Consultant shall submit complete sets of supporting documentation including all engineering investigation reports, analysis calculations, design reports, traffic models, economic analysis files, and other technical materials that underpin Employer's Requirements and specifications. This supporting documentation enables Kenya National Highways Authority to verify technical basis for all requirements and enables future refinement of documents during finalization following loan effectiveness. Documents shall be prepared in formats consistent with the required Standard Procurement Documents and shall be suitable for issuance to international Design-Build contractors upon Kenya National Highways Authority completion of finalization activities.

4.2.14 Design and Cost Estimate Refinements

The Consultant may be required to refine aspects of the Preliminary Design or cost estimates. Such refinements shall only be undertaken upon formal written authorization from Kenya National Highways Authority specifying the scope of refinements required, the rationale for the changes, and the expected timeline for completion.

Design refinements may be required for several reasons including adjustment of project scope to align with agreed loan amount if the available financing is less than the original cost estimate, revision of design standards or specifications, modification of the alignment or typical sections to reduce environmental or social impacts identified as unacceptable during appraisal, or revision of the Employer's Requirements based on procurement specialist advice to improve clarity or adjust risk allocation.

Cost estimate refinements may be required to reflect design scope changes authorized by KeNHA, to incorporate updated unit prices if significant time has elapsed since the original estimates were prepared, to adjust foreign versus local currency breakdowns based on financing arrangement agreements, or to revise the Variation of Price formula based on loan negotiation outcomes.

The Consultant shall conduct all design and cost refinements in accordance with the methodologies established during the Feasibility Study, maintaining consistency with the original approach while incorporating the specific adjustments required. Where refinements affect project economic viability, the Consultant shall update the HDM-4 economic analysis to demonstrate that the revised project continues to meet minimum EIRR thresholds for development partner financing.

The Consultant shall document all refinements in technical memoranda that clearly explain what changes have been made, why the changes were necessary, what methodology was used to develop the revised design or costs, and what impact the changes have on project viability, implementation schedule, or other key parameters. These technical memoranda shall be submitted to KeNHA for review and approval before revised deliverables are finalized.

5 KEY STAFF REQUIREMENT AND QUALIFICATIONS

5.1 Key Staffing Inputs

The Consultant shall provide highly qualified and experienced professional staff to perform the services described in this Terms of Reference.

The staff-month estimates provided in Tables 5.1.1 and 5.1.2 represent the minimum acceptable inputs required to accomplish the scope of work with appropriate quality and within the specified timeframes. Consultants may propose staffing inputs equal to or greater than the minimum requirements for the Feasibility Study and Preliminary Engineering Design services, with staff-month allocations distributed appropriately across the assignment period to ensure adequate coverage of all technical activities. Consultants shall demonstrate in their Technical Proposal how the proposed staffing plan addresses all scope requirements including field investigations, design development, economic analysis, stakeholder engagement, report preparation, and quality assurance activities.

All proposed Key Experts as listed in Table 5.1.1 shall possess the minimum educational qualifications, professional registration credentials, and demonstrated experience as specified in Section 5.2 of this Terms of Reference. The proposed Key Experts shall be individually evaluated during technical proposal evaluation to verify that their qualifications and experience meet the minimum requirements and that they collectively constitute a team capable of delivering the assignment successfully. **Consultants are advised to have each proposed Key Expert sign their Curriculum Vitae** to confirm their commitment to the assignment and their acceptance of the experience claims made on their behalf.

Remuneration for support staff not explicitly listed as Support Staff in Table 5.1.2, including but not limited to laboratory technicians, survey chainmen, office administrators, secretaries, drivers, and any other personnel required for proper execution of the assignment, shall be incorporated into the financial rates proposed for the listed Key Experts. The Consultant is responsible for providing all support staff necessary to enable the Key Experts to perform their duties effectively and to ensure successful completion of all assignment activities within the specified timeframes and quality standards.

5.1.1 Feasibility Studies & Preliminary Engineering Design Phase Staffing Requirements

Table 5.1 presents the Key Expert positions and minimum staff-month inputs required for the Feasibility Study and Preliminary Engineering Design services. The total estimated effort is **42 staff-months** to be deployed over the eight-month design period. Consultants shall ensure that the proposed deployment schedule provides adequate staffing throughout the design period, with particular attention to peak activity periods such as field investigation campaigns, stakeholder consultation workshops, interim report preparation, and final deliverable compilation.

Table 5.1.1: Phase 1 Key Staffing Inputs (Design Phase – 8 Months)

S/No.	Description	Minimum Staff-Months
1.	Project Director	4
2.	Highway Engineer	5
3.	Pavement & Materials Engineer/Geotechnical	5

S/No.	Description	Minimum Staff-Months
	Engineer	
4.	Traffic Engineer / Transport Economist	5
5.	Drainage/Structural Engineer	5
6.	Hydrologist	4
7.	Fibre Optic Design Engineer	4
8.	Road Safety Audit Expert	2
9.	Senior Surveyor	6
10.	Procurement and Contracts Specialist	2
	Total	42

Note to Consultants on Staffing:

Consultants are advised to distribute the staff-month allocations strategically across the eight-month design period to ensure adequate coverage of all technical activities. The deployment schedule presented in the Technical Proposal shall demonstrate how field investigation activities will be staffed during the initial months, how design development activities will be resourced during the middle months, and how report preparation and quality review activities will be adequately staffed during the final months. Particular attention shall be given to ensuring that the Project Director maintains effective oversight throughout the assignment period, that senior technical specialists are available for critical design decisions and stakeholder consultations, and that adequate assistant-level support is provided to enable efficient execution of field investigations, data processing, design calculations, and drawing production activities.

5.1.2 Support Staff Inputs

The following are the staff requirements and man-months for the design and supervision inputs in regards to the support staff for Feasibility Study and Preliminary Engineering Design Stage.

Table 5.1.3: Support Staffing Inputs (Feasibility Study and Preliminary Engineering Design – 8 Months)

S/No.	Description	Minimum Staff-Months
1.	Assistant Highway Engineer	8
2.	Assistant Traffic Engineer	8
3.	Assistant Pavement & Materials Engineer	8
4.	Assistant Drainage/Structural Engineer	8
5.	Assistant Fibre Optic Engineer	6
6.	Assistant Surveyor	8

S/No.	Description	Minimum Staff-Months
7.	CAD Technicians (2 No.)	16
8.	Other Support Expert – 1 No.	8
9.	Other Support Expert – 1 No.	8
	Total	78

Note to Consultants on Staffing:

The Consultant will provide the necessary local support staff (To be identified by the Consultant/their local Partner and vetted by the Employer) – including junior engineers, draftsmen, field surveyor, laboratory technicians, inspectors/field supervisors and office support staff – needed in order to carry out the assignment and discharge the consultant’s responsibilities effectively.

Evaluation of the Support Staff listed in Table 5.1.2 shall not contribute towards technical proposal scores for the Consultants. The support personnel/experts shall be engaged on a need basis with minimum qualifications depending on their areas of expertise. Assistant Engineers and Assistant Surveyors shall possess a minimum of a Bachelor's degree in a relevant engineering/surveying discipline with at least three years of post-graduation experience. Other Support Staff/ Technicians shall possess minimum qualifications of a degree, Kenya Higher National Diploma or Ordinary Diploma with extensive experience, Kenya Trade Test depending on their areas of expertise to be engaged upon approval by the employer. All Support Staff shall demonstrate competence in using relevant software and equipment applicable to their assigned duties.

The Consultant is responsible for verifying qualifications and deploying appropriately qualified Support Staff. Remuneration for Support Staff shall be incorporated into the Consultant's Lump Sum financial proposal. Kenya National Highways Authority reserves the right to request evidence of qualifications and to require replacement of Support Staff who lack the necessary competencies to perform their assigned duties effectively.

5.2 Key Staffing Qualifications

This section establishes the minimum qualification requirements for each Key Expert position listed in Tables 5.1.1 and 5.1.3. The qualifications are structured to define educational prerequisites, professional registration credentials, general professional experience thresholds, specific technical experience requirements relevant to the assignment scope, and key competencies that shall be demonstrated through the Curriculum Vitae and supporting documentation. All qualification requirements are minimum standards that must be met or exceeded by proposed Key Experts.

Professional registration requirements reference registration or accreditation by official regulatory bodies. Where a proposed Key Expert is registered in a jurisdiction outside Kenya, the consultant shall demonstrate that the foreign registration body is recognized by the corresponding Kenyan regulatory authority such that the Kenyan authority would, upon application, grant correspondent local accreditation. Alternatively, consultants may commit to

obtaining Kenyan registration for foreign registered Key Experts prior to contract commencement if such registration is legally required for performance of the services in Kenya.

(i) Key Expert 1: Project Director

The Project Director shall possess a Bachelor of Science degree in Civil Engineering or equivalent from a recognized university, with Master's degree in relevant field considered an advantage. The Project Director shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Consulting Engineer with valid practicing license. The Project Director shall possess minimum fifteen (15 No.) years' professional experience post- registration, including demonstrated experience in project management and team leadership for infrastructure projects. The Project Director shall have served as Project Director, Team Leader, or equivalent senior management position on at least three (3 No.) road infrastructure feasibility studies or design assignments successfully completed within the past ten (10 No.) years, with each assignment involving road projects with total estimated construction costs exceeding USD 20 million. At least two (2 No.) assignments shall have been World Bank-financed or financed by other multilateral development banks, demonstrating familiarity with international financing institution requirements, procedures, and standards. At least one (1 No.) assignment shall have involved preparation of Employer's Requirements for Design-Build procurement under FIDIC-based contracts. The Project Director shall demonstrate capability to represent consulting firm at senior-level meetings with government authorities and development partners, evidenced by participation in appraisal missions, loan negotiations, or similar high-level engagements where technical findings were presented and defended.

(ii) Key Expert 2: Highway Engineer

The Highway Engineer shall possess Bachelor of Science degree in Civil Engineering from recognized university. The Highway Engineer shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Professional Engineer with valid practicing license. The Highway Engineer shall possess minimum twelve (12 No.) years' professional experience post-graduation, encompassing geometric design, pavement design, and preparation of construction drawings for road infrastructure projects. The Highway Engineer shall have served in senior design role on at least three (3 No.) road design assignments successfully completed within the past ten (10 No.) years, with each assignment involving preparation of detailed geometric designs for road sections totalling at least 30 kilometres. At least two (2 No.) assignments shall have involved rural road upgrading or highway improvement projects with total estimated construction costs exceeding USD 20 million per project. At least one (1 No.) assignment shall have involved preparation of Preliminary Engineering Design for Design-Build procurement under FIDIC Yellow Book or equivalent contract forms, demonstrating understanding of appropriate design detail level required to define Employer's Requirements while preserving contractor design flexibility. The Highway Engineer shall demonstrate experience using modern highway design software such as AutoCAD Civil 3D, Bentley

Open Roads Designer, or equivalent for three-dimensional alignment design, cross-section development, and earthwork quantity calculations.

(iii) Key Expert 3: Pavement & Materials Engineer / Geotechnical Engineer

The Pavement and Materials Engineer / Geotechnical Engineer shall possess Bachelor of Science degree in Civil Engineering or Geological Engineering from recognized university. The Pavement and Materials Engineer / Geotechnical Engineer shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Professional Engineer with valid practicing license. The Pavement and Materials Engineer / Geotechnical Engineer shall possess minimum twelve (12 No.) years' professional experience post-graduation encompassing pavement design, pavement evaluation, materials testing, geotechnical investigations, foundation design, and quality control for road construction projects. The Pavement and Materials Engineer / Geotechnical Engineer shall have served as Pavement Engineer, Materials Engineer, or Geotechnical Engineer on at least three (3 No.) road design or construction supervision assignments successfully completed within the past ten (10 No.) years, with each assignment involving projects with total estimated construction costs exceeding USD 20 million. At least two (2 No.) assignments shall have involved pavement structural design for new construction or major rehabilitation projects demonstrating application of mechanistic-empirical design methods, traffic loading analysis, and materials property characterization. At least one (1 No.) assignment shall have involved comprehensive pavement evaluation of existing roads using deflection measurement equipment, surface roughness measurement, and pavement structure investigation through coring or trial pits. At least one (1 No.) assignment shall have involved comprehensive geotechnical investigation programs including borehole drilling, in-situ testing, laboratory testing, and preparation of geotechnical design reports providing foundation recommendations and earthworks specifications. The Pavement and Materials Engineer / Geotechnical Engineer shall demonstrate experience in materials source identification and testing, laboratory testing programs for pavement materials, bituminous materials testing including Marshall mix design or Superpave mix design methods, geotechnical investigation planning, supervision of drilling operations, interpretation of laboratory test results, and preparation of geotechnical design parameters for pavement design and foundation design.

(iv) Key Expert 4: Traffic Engineer / Transport Economist

The Traffic Engineer / Transport Economist shall possess Bachelor of Science degree in Civil Engineering, Transportation Engineering, Economics, Transport Economics, or related field from recognized university. The Traffic Engineer / Transport Economist shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Professional Engineer with valid practicing license. The Traffic Engineer / Transport Economist shall possess minimum ten (10 No.) years professional experience encompassing traffic surveys, traffic forecasting, traffic analysis, economic analysis of transport infrastructure investments, benefit-cost analysis, preparation of economic feasibility studies, and traffic engineering

design for road projects. The Traffic Engineer / Transport Economist shall have served as Traffic Engineer, Transportation Planner, or Transport Economist on at least three (3 No.) road feasibility studies or design assignments successfully completed within the past ten (10 No.) years, with each assignment involving road projects with total estimated construction costs exceeding USD 20 million. At least two (2 No.) assignments shall have involved comprehensive traffic data collection programs including classified traffic counts, origin-destination surveys, and axle load surveys, followed by traffic forecasting over evaluation periods of at least twenty years. At least two (2 No.) assignments shall have involved economic evaluation using Highway Development and Management Model version four (HDM-4) software or equivalent pavement management and economic analysis tools, demonstrating proficiency in HDM-4 calibration, vehicle operating cost estimation, road maintenance cost forecasting, and economic performance indicator calculation. The Traffic Engineer / Transport Economist shall demonstrate experience using traffic forecasting software and conducting capacity analysis for intersections and road sections using recognized methodologies such as Highway Capacity Manual procedures. The Traffic Engineer / Transport Economist shall demonstrate experience in conducting field surveys to collect vehicle operating cost data and in shadow pricing and economic cost analysis including application of Standard Conversion Factors and Shadow Wage Rates.

(v) Key Expert 5: Drainage/Structural Engineer

The Drainage and Structural Engineer shall possess Bachelor of Science degree in Civil Engineering from recognized university. The Drainage and Structural Engineer shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Professional Engineer with valid practicing license. The Drainage and Structural Engineer shall possess minimum twelve (12 No.) years' professional experience post-graduation, encompassing structural design of bridges and culverts, drainage design, and hydraulic analysis for infrastructure projects. The Drainage and Structural Engineer shall have served as Structural Engineer or Bridge Engineer on at least three (3 No.) road design assignments successfully completed within the past ten (10 No.) years, with each assignment involving structural design for multiple bridges or major culverts totaling combined deck area of at least 1000m² OR where bridges of at least 20m spans were designed/built. At least two (2 No.) assignments shall have involved preparation of structural design calculations and construction drawings for bridges in accordance with Eurocodes, AASHTO standards, or equivalent international structural design codes. The Drainage and Structural Engineer shall demonstrate experience in foundation design for structures, hydrological and hydraulic analysis for waterway crossings, and design of erosion protection works.

(vi) Key Expert 6: Hydrologist

The Hydrologist shall possess Bachelor of Science degree in Civil Engineering, Water Resources Engineering, Hydrology, or related field from recognized university. The Hydrologist shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Professional Engineer with valid practicing license. The Hydrologist shall possess minimum ten (10

No.) years professional experience post-graduation, encompassing hydrological analysis, flood frequency analysis, catchment modelling, and application of hydrological methods to infrastructure design projects. The Hydrologist shall have served as Hydrologist or Water Resources Engineer on at least three (3 No.) infrastructure projects successfully completed within the past ten (10 No.) years involving hydrological studies for road infrastructure, flood control works, or other civil works requiring hydrological analysis. At least two (2 No.) assignments shall have involved comprehensive hydrological studies for road projects including catchment delineation, rainfall data analysis, flood frequency analysis, determination of design flood flows, and assessment of flooding risks to road infrastructure. At least one (1 No.) assignment shall have involved application of hydrological modelling software such as HEC-HMS (Hydrologic Modelling System), HEC-RAS (River Analysis System), SWMM (Storm Water Management Model), or equivalent tools for catchment modelling, flood routing, or hydraulic analysis. The Hydrologist shall demonstrate experience in collection and analysis of rainfall data from meteorological stations and application of GIS tools for hydrological analysis including delineation of catchment boundaries and extraction of terrain parameters from digital elevation models.

(vii) Key Expert 7: Fibre Optic Design Engineer

The Fibre Optic Design Engineer shall possess Bachelor of Science degree in Telecommunications Engineering, Electrical Engineering, Electronics and Communication Engineering, Information and Communication Technology, or equivalent from recognized university. The Fibre Optic Design Engineer shall be Registered Engineer with Engineers Board of Kenya or equivalent regulatory body, or shall hold professional license issued by Communications Authority of Kenya or equivalent telecommunications regulatory body. The Fibre Optic Design Engineer shall possess professional certification in fibre optic technology from recognized certifying body such as Certified Fiber Optic Technician designation from The Fiber Optic Association or Fiber to the Network Design certification. The Fibre Optic Design Engineer shall possess minimum ten (10 No.) years professional experience encompassing fibre optic network design, Outside Plant engineering, telecommunications infrastructure feasibility studies, and implementation of telecommunications projects. The Fibre Optic Design Engineer shall have served as Telecommunications Engineer, Network Design Engineer, or equivalent position on at least three (3 No.) telecommunications infrastructure projects successfully completed within the past ten (10 No.) years, with each project involving fibre optic network deployment for distances totalling at least 100 kilometres. At least two (2 No.) assignments shall have involved integration of fibre optic infrastructure with road or railway projects, demonstrating understanding of coordination requirements between civil works and telecommunications installations. At least one (1 No.) assignment shall have involved preparation of telecommunications feasibility study including demand assessment, technical design, capital cost estimation, operating cost forecasting, financial modelling, and economic evaluation of telecommunications investments.

(viii) Key Expert 8: Road Safety Audit Expert

The Road Safety Audit Expert shall possess Bachelor of Science degree in Civil Engineering, Transportation Engineering, Traffic Engineering, or equivalent from recognized university. The Road Safety Audit Expert shall be a registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Professional Engineer with valid practicing license. The Road Safety Audit Expert shall hold current certification as Road Safety Auditor from recognized training provider such as International Road Assessment Programme (iRAP), TRL Limited of the United Kingdom, or equivalent programs providing comprehensive road safety audit training with examination and competency assessment. Certification shall be at practitioner level or higher demonstrating capability to lead road safety audits independently. The Road Safety Audit Expert shall possess minimum eight (8 No.) years professional experience post-graduation, encompassing road design, traffic engineering, or road safety engineering. The Road Safety Audit Expert shall have served as Road Safety Auditor or Road Safety Specialist on at least four (4 No.) road safety audit assignments or road safety improvement projects successfully completed within the past eight (8 No.) years, with each assignment involving road sections totalling at least 50 kilometres. At least three (3 No.) assignments shall have involved conducting formal road safety audits in accordance with internationally recognized methodologies, with audits conducted at design stage, pre-opening stage, or existing road stage, and producing road safety audit reports documenting identified safety concerns and recommended treatments. At least one (1 No.) assignment shall have involved road safety audit of rural highway project demonstrating understanding of safety issues particular to rural roads including appropriate design speeds, alignment safety considerations, roadside hazard management, and vulnerable road user provisions.

(ix) Key Expert 9: Senior Surveyor

The Senior Surveyor shall possess Bachelor of Science degree in Survey and Photogrammetry, Geomatics Engineering, Land Surveying, or equivalent from recognized university. The Senior Surveyor shall be a registered/accredited by a relevant official body in any country such that the Institute of Surveyors of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Surveyor, Chapter of Engineering Surveyors, with valid practicing license. The Senior Surveyor shall possess minimum ten (10 No.) years professional experience post-graduation, encompassing topographical surveying, control surveying, engineering surveying, aerial photogrammetry or LIDAR survey processing, and preparation of topographical maps for infrastructure projects. The Senior Surveyor shall have served as Senior Surveyor or Chief Surveyor on at least three (3 No.) road design or infrastructure projects successfully completed within the past ten (10 No.) years, with each project involving topographical surveys for road corridors totalling at least 100 kilometres length or infrastructure sites covering at least 100 Hectares. At least two (2 No.) assignments shall have involved establishment of survey control networks tied to national geodetic reference systems, execution of topographical surveys using modern electronic survey equipment such as GPS receivers and Total

Stations, and preparation of topographical maps at scales of 1:2500 or larger meeting accuracy requirements for highway design. At least one (1 No.) assignment shall have involved aerial survey by photogrammetry or LIDAR demonstrating capability to specify aerial survey requirements, supervise aerial survey contractors, establish ground control, and process or supervise processing of aerial survey deliverables into topographical maps and digital terrain models.

(x) Key Expert 10: Procurement and Contracts Specialist

The Procurement and Contracts Specialist shall possess Bachelor's degree in Civil Engineering, Transportation Engineering, or related field from recognized university, with Master's degree in relevant field considered an advantage. The Procurement and Contracts Specialist shall possess minimum eight (8 No.) years professional experience including preparation of procurement documentation for infrastructure projects, contract administration, claims management, and dispute resolution. The Procurement and Contracts Specialist shall have served as Contracts Specialist, Procurement Specialist, or equivalent position on at least three (3 No.) infrastructure projects successfully completed within the past eight (8 No.) years involving development of bidding documents and contract administration for projects with contract values exceeding USD 20 million. At least two (2 No.) assignments shall have involved preparation of Employer's Requirements for FIDIC-based Design-Build contracts under World Bank-financed projects, demonstrating capability to translate detailed technical designs into performance-based specifications suitable for Design-Build procurement. At least one (1 No.) assignment shall have involved coordination with environmental and social safeguards teams to integrate environmental and social requirements into procurement documentation. The Procurement and Contracts Specialist shall demonstrate thorough understanding of FIDIC contract forms particularly Yellow Book for Plant & Design-Build contracts, Procurement Regulations for IPF Borrowers (September 2025), and Standard Procurement Documents (SPDs) for Works contracts. The Procurement and Contracts Specialist shall demonstrate experience in drafting Special Conditions of Contract, developing evaluation criteria balancing technical and financial considerations, and structuring risk allocation provisions appropriate for Design-Build delivery.

6 REPORT AND TIME SCHEDULE

6.1 General Requirements for Reports and Deliverables

6.1.1 Purpose and Scope of Reporting Requirements

The Consultant shall prepare and submit to the Director, Highway Design & Survey, Kenya National Highways Authority, comprehensive reports and deliverables documenting all technical investigations, analyses, designs, and recommendations developed during the course of the assignment. These reports and deliverables serve multiple purposes including providing a documented record of all work performed, enabling the Client to monitor progress and quality of work, facilitating technical review and approval by the Client, supporting project appraisal and loan negotiation processes, and providing complete documentation for subsequent procurement of the Design-Build works contract. The reporting requirements specified in this Section establish the minimum deliverables that the Consultant must produce. The Consultant shall prepare additional reports, technical memoranda, or documentation as may be necessary to properly document the work performed and to facilitate effective communication with the Client and other stakeholders throughout the assignment.

6.1.2 Coordination with Environmental and Social Safeguards Consultants

The Environmental and Social Impact Assessment and the Resettlement Action Plan for this project are being prepared under separate consulting contracts. While the ESIA and RAP are not deliverables of the design consultant, certain deliverables under this design consultancy require coordination with and inputs from the Environmental and Social Safeguards consultants. The design consultant shall coordinate closely with the ESIA consultant and the RAP consultant throughout the assignment to ensure that environmental and social considerations are appropriately integrated into the design work. Specifically, the design consultant shall obtain and incorporate inputs from the ESIA consultant regarding environmental constraints that may affect alignment selection, environmental design requirements for drainage structures and roadside features, environmental mitigation measures that must be reflected in the Employer's Requirements and Technical Specifications, and cost estimates for implementation of the Environmental and Social Management Plan. The design consultant shall obtain and incorporate inputs from the RAP consultant regarding census data on affected persons and properties for preparation of Land Acquisition Plans, compensation and resettlement cost estimates for inclusion in the overall project cost estimates, and social safeguards requirements that must be reflected in the Employer's Requirements for the works contractor. The design consultant shall participate in joint coordination meetings with the ESIA and RAP consultants as convened by the Client to ensure consistency and integration of outputs across all consulting assignments. The design consultant shall allow adequate time in the work program for receipt of necessary inputs from the ESIA and RAP consultants and shall promptly notify the Client of any delays in receiving required information that may affect the design consultant's ability to meet reporting deadlines.

6.1.3 Quality Standards and Professional Accountability

All reports and deliverables shall meet the highest standards of professional quality appropriate for use in project appraisal and loan negotiation processes. Technical reports shall present clear and logical analysis supported by appropriate data, calculations, and references to recognized standards or methodologies. Design reports and drawings shall be internally

consistent, properly coordinated across disciplines, and free from errors or ambiguities that could lead to misinterpretation during the subsequent works procurement and construction phases. Economic analyses shall employ internationally accepted methodologies and shall clearly document all assumptions, data sources, and calculation procedures to facilitate independent verification. The Consultant shall implement appropriate quality assurance procedures including independent technical checking of calculations and drawings, peer review of reports by senior staff not directly involved in preparation of the work, and editorial review to ensure clarity and correctness of written communication. The Consultant remains professionally liable for the technical accuracy and quality of all deliverables regardless of any review or acceptance by the Client.

6.2 Feasibility Study and Preliminary Engineering Design Reporting Requirements

The Consultant shall prepare and submit the reports and deliverables specified in Table 5.2A during Feasibility Study and Preliminary Engineering Design Study period. Each deliverable shall be prepared in accordance with the general requirements established in Section 5.1 of this Terms of Reference and the specific requirements detailed in the table below. All reports shall be prepared in English on International A4 size paper. All original drawings shall be prepared on International A1 size sheets with A3 size reproductions provided for distribution. Unless otherwise specified in the table, the Consultant shall submit two hard copies and two soft copies of each deliverable. Soft copies shall be provided on USB flash drives in both portable document format and editable native file formats as specified in Section 6.7 of this Terms of Reference. Draft deliverables shall be clearly marked as "DRAFT" on the cover and footer of each page. Final deliverables shall be clearly marked as "FINAL" with the final submission date indicated on the cover page.

Table 6.2: Feasibility Study and Preliminary Engineering Design Reporting Requirements

Report No.	Report Type	Description	Format and Copies	Delivery Timeline
ADMINISTRATIVE REPORTS				
R1	Inception Report	This report shall summarize the Consultant's understanding of the assignment objectives and scope, present the proposed methodology and approach for conducting the feasibility studies and preliminary engineering design, provide a detailed work plan with activity schedules and milestones, present the deployment schedule for Key Experts showing when each expert will be mobilized, identify any issues or constraints that may affect the assignment, and propose solutions for addressing identified constraints.	2 hard copies + 2 soft copies (USB) in PDF and MS Word formats	Within 14 days of commencement of services
R2.1	First Stakeholder Consultation Workshop Report	This report shall document the proceedings of the first stakeholder consultation workshop held during the early stages of the assignment. The report shall include the date and venue of the workshop, list of participants, agenda and program, summary of presentations made by the	2 hard copies + 2 soft copies (USB) in PDF and MS Word formats	Within 2 weeks following the first stakeholder workshop, approximately 2 months after commencement

Report No.	Report Type	Description	Format and Copies	Delivery Timeline
		<p>Consultant, record of questions and comments raised by stakeholders, the Consultant's responses to stakeholder input, photographic documentation, and recommendations for incorporating stakeholder feedback into the design work. The workshop shall accommodate approximately fifty participants from national government agencies, county government, local communities, and civil society organizations.</p>		
R2.2	Second Stakeholder Consultation Workshop Report	<p>This report shall document the proceedings of the second stakeholder consultation workshop held during the latter part of the assignment to present draft preliminary design findings. The report shall include the same content elements as the first workshop report with particular emphasis on stakeholder feedback regarding the proposed alignment, typical crosssections, major structures, land acquisition requirements, and project cost estimates. The workshop shall accommodate</p>	2 hard copies + 2 soft copies (USB) in PDF and MS Word formats	Within 2 weeks following the second stakeholder workshop, approximately 7 months after commencement

Report No.	Report Type	Description	Format and Copies	Delivery Timeline
		approximately fifty participants from national government agencies, county government, local communities, and civil society organizations.		
TECHNICAL STUDY REPORTS				
R3	Aerial Survey Products Report	This report shall present all deliverables from the aerial photography or LIDAR survey conducted for the project including digital orthophotographs, Digital Terrain Model, topographical contour maps at one-meter vertical intervals, LIDAR point clouds if applicable, metadata documentation, and ground control survey report.	2 hard copies + 2 complete sets of digital spatial data on USB drives in GeoTIFF, LAS, GDB and SHP formats	3 months after commencement of services
R4	GIS Database and Comprehensive User Guide	The GIS database shall compile all spatial data collected and generated during the assignment into a comprehensive geodatabase with standardized data layers, metadata, and documentation enabling future users to access and utilize the data effectively. The GIS Database shall be instrumental in supporting land acquisition planning, Design-Build handover, and project monitoring.	2 hard copies of User Guide + 2 complete GIS database packages on USB drives	4 months after commencement of services (concurrent with R4 Preliminary Concept Design approval)

Report No.	Report Type	Description	Format and Copies	Delivery Timeline
R5	Preliminary Concept Design Report	This report serves as the critical phase gate deliverable at Month 4. It shall present the recommended alignment, typical cross-sections, preliminary pavement design, major drainage and structural requirements, preliminary cost estimates, and economic indicators. Kenya National Highways Authority approval of this report is required before proceeding with detailed design development.	4 hard copies + 4 soft copies (USB) in PDF and MS Word formats	3.5 months (submission), 4 months (approval meeting)
DRAFT FINAL DELIVERABLES (Month 6)				
R6	Draft Final Preliminary Engineering Design Report	Consolidated report comprising: <ul style="list-style-type: none"> •Draft Engineering Design Report; •Draft Materials Investigation Report; •Draft Geotechnical Investigation Report; •Draft Hydrological and Drainage Report; •Draft Traffic Survey and Forecasting Report; •Draft Structural Design Report; 	2 hard copies + 2 soft copies (USB) in PDF and native formats	6 months after commencement

Report No.	Report Type	Description	Format and Copies	Delivery Timeline
		<ul style="list-style-type: none"> •Draft Fibre Optic Feasibility Study and Design Report; •Draft Economic Feasibility Study Report; •Draft Road Safety Audit Report; •Draft Land Acquisition Plans; •Draft Engineer's Cost Estimates (confidential); •Draft Employer's Requirements and Bidding documents; •Draft Bills of Quantities; •Draft Book of Drawings. 		
FINAL DELIVERABLES (Month 8)				
R7	Final Engineering Design Report	Final versions of all components listed above incorporating the Client's comments, plus Computer Output of All Setting Out Data.	10 hard copies + 10 soft copies (USB) in PDF and native formats	8 months after commencement

Note to Consultants:

The submission of the Preliminary Concept Design at Month 4, as well as the Draft Final Deliverables at Month 6 are critical milestone in the Feasibility Study and Preliminary Engineering Design period. The Client shall review all draft submissions and provide

consolidated comments to the Consultant within two/three weeks of receipt. The Consultant shall revise all draft deliverables to address the Client's comments and shall submit Final Deliverables at Month 8. The final deliverables shall incorporate all agreed revisions and shall be of sufficient quality and completeness to support development partner appraisal of the project and subsequent loan negotiations.

6.3 Reporting Schedule

The reporting schedule for the consulting assignment is presented in Table 6.3 covering the eight-month Feasibility Study and Preliminary Engineering Design period. The timelines specified in Table 6.3 are measured from the effective date of commencement of services as defined in the Contract. The Consultant shall adhere to the reporting schedule and shall notify KeNHA immediately if any circumstances arise that may cause delay in submission of scheduled deliverables.

Table 6.3: Reporting Schedule (Feasibility Study and Preliminary Engineering Design)

Report No.	Report Type	Timeline	After
R1	Inception Report	14 days (0.5 months)	
R2.1	First Stakeholder Consultation Workshop Report	2 months	
R3	Aerial Survey Products Report	3 months	
R4	Preliminary Concept Design Report - Submission	3.5 months	
	Preliminary Concept Design Report - Approval Meeting	4 months	
R5	GIS Database and Comprehensive User Guide	4 months	
R6	Draft Final Preliminary Engineering Report	6 months	
	Client Review Period	Weeks 24-27 (3 weeks)	
R2.2	Second Stakeholder Consultation Workshop Report	7 months	
R21-R35	Final Preliminary Engineering Report	8 months	

6.4 Cost of Production

The Consultant shall bear all costs of report production, printing, reproduction, courier services, and submission. These costs are included in Contract price and no separate payment shall be made. The Consultant shall provide satisfactory explanation for any delayed

submissions beyond specified timeframes and shall implement remedial measures to address delays.

6.5 Return of Documents, Soft Copies and Software to the Client

Upon completion of the consulting assignment or upon termination of the Contract for any reason, the Consultant shall return to the Client all documents, data, reports, drawings, photographs, survey records, laboratory test results, computer files, and any other materials obtained from the Client or generated during the course of the assignment. This requirement applies to both hard copy materials and digital materials in the possession of the Consultant.

The Consultant shall deliver to the Client all original drawings prepared during the assignment including all A1 size original sheets in transparent material suitable for archival storage and subsequent reproduction. The Consultant shall deliver all field survey records including field survey books, level books, survey computation sheets, and cadastral survey records in their original form as well as in scanned digital format. The Consultant shall deliver all laboratory test records including laboratory registers, test certificates, and raw data sheets documenting all materials testing and geotechnical investigations conducted for the project. The Consultant shall deliver all photographic records including digital image files organized and formatted as specified in Section 6.7 of this Terms of Reference.

The Consultant shall deliver to the Client all computer files and digital data generated during the assignment in native file formats as specified in Section 6.7 of this Terms of Reference as well as in portable document format. The Consultant shall deliver all specialized software, models, or analytical tools developed specifically for this assignment to the Client along with comprehensive user documentation enabling Client staff to operate the software or tools effectively. If proprietary third-party software was used during the assignment, the Consultant shall provide the Client with information regarding licensing requirements and sources for obtaining the software should the Client wish to acquire it for future use. However, the Consultant is not required to transfer licenses for commercial software packages to the Client.

The Consultant shall prepare and deliver to the Client a comprehensive inventory documenting all materials, documents, and digital files being returned. The inventory shall organize materials by category and shall provide sufficient description to enable the Client to locate and identify specific items within the delivered materials. The inventory shall clearly identify the storage location of all digital files using the folder structure and file naming conventions specified in Section 6.7 of this Terms of Reference.

All materials returned to the Client shall become the permanent property of the Client. The Consultant shall not retain copies of any confidential documents including cost estimates, commercially sensitive information, or materials marked as confidential by the Client. The Consultant may retain one archival copy of non-confidential technical reports and drawings for the Consultant's own records and for use in demonstrating experience and qualifications on future assignments. However, the Consultant shall not disclose or disseminate any project information or documentation to third parties without prior written authorization from the Client.

The return of documents and materials shall occur within two weeks following completion of Phase 2 services or within two weeks following termination of the Contract if termination occurs prior to completion. The Consultant shall coordinate with the Client regarding logistics

for physical transfer of materials and shall obtain written acknowledgment from the Client confirming receipt of all returned materials.

6.6 Native File Formats and Digital Deliverables

All deliverables submitted in soft copy format shall be provided in both portable document format for viewing and distribution and in editable native file formats to enable the Client to modify or update documents and data as necessary for future project requirements. The native file formats shall be compatible with industry standard software packages commonly used by engineering organizations in Kenya and internationally. The Consultant shall ensure that all native file submissions preserve complete functionality including formulas, cell references, drawing layers, embedded graphics, and all other elements necessary for effective use and modification of the files by the Client.

Written reports including all technical reports, feasibility studies, and narrative documentation shall be provided in Microsoft Word format or equivalent word processing format that fully preserves all formatting, styles, tables, embedded graphics, headers, footers, and table of contents with active hyperlinks. Report files shall be organized with appropriate use of styles and heading levels to facilitate navigation and subsequent editing. Large reports may be organized into multiple files by chapter or section to improve file manageability, with a master document provided that links all component files.

Spreadsheets including cost estimates, Bills of Quantities, traffic analysis worksheets, economic evaluation calculations, and HDM-4 input data shall be provided in Microsoft Excel format with all formulas and cell references intact to enable the Client to update input parameters or modify calculations. Spreadsheet files shall include clear labelling of all worksheets, appropriate use of cell formatting to distinguish input cells from calculated cells, and documentation either in separate worksheets or in cell comments explaining the purpose and methodology of complex calculations. Workbooks shall be organized logically with related worksheets grouped together and a contents or index worksheet provided for complex workbooks containing numerous worksheets.

Engineering drawings shall be provided in AutoCAD DWG format compatible with AutoCAD 2018 or later versions, or equivalent CAD format that preserves all layers, dimensions, annotations, hatching, line types, blocks, external references, and drawing properties. Drawing files shall be organized using a consistent layer naming convention with separate layers used for different element types such as centreline alignment, contours, structures, utilities, text annotations, and dimensions. All text within drawings shall use standard AutoCAD fonts or commonly available TrueType fonts to ensure proper display on systems that may not have specialized font libraries. Drawing templates, title blocks, and standard details shall be provided as separate reference files to enable the Client to use these standards for future drawing production.

The GIS geodatabase shall be provided in ESRI file geodatabase format compatible with ArcGIS 10.6 or later versions as well as in shapefile format for broader compatibility with other GIS software packages. The geodatabase shall include complete metadata complying with ISO 19115 standards and shall preserve all relationship classes, topology rules, domains, subtypes, and other advanced geodatabase functionality. Attribute tables shall use clear field names with appropriate field types and lengths. A data dictionary shall be provided

documenting all feature classes, fields, domains, and coded values used within the geodatabase.

Economic analysis files shall include the complete Highway Development and Management Model Version 4 files with all input files, calibration parameters, traffic data, road network data, vehicle fleet data, economic parameters, and analysis scenarios preserved to enable the Client to run the model independently and conduct additional sensitivity analyses or scenario testing. All HDM-4 files shall be organized in a logical folder structure with clear naming conventions. A readme file shall be provided documenting the HDM-4 model structure and explaining how to execute the model runs.

Presentation materials including those prepared for stakeholder consultation workshops, concept design approval meetings, and final preliminary engineering design approval meetings shall be provided in Microsoft PowerPoint format or equivalent presentation software format that preserves all slide layouts, animations, embedded graphics, and multimedia elements. Presentation files shall be provided along with all linked or embedded media files to ensure presentations can be displayed correctly on systems other than the Consultant's computers.

Photographic records shall be provided as high resolution digital image files in JPEG format organized in folders by location, date, or subject matter as appropriate. Each photograph shall be accompanied by metadata either embedded in the image file or provided in a separate index file documenting the date, location, description of subject matter, and photographer. Photographs of critical technical features such as foundation conditions, materials sources, or existing structures shall be clearly labelled to facilitate future reference.

All digital deliverables shall be organized using a logical folder structure with clear folder names and consistent file naming conventions that enable the Client to locate specific files efficiently. A master index or readme file shall be provided at the root level of each USB drive or storage medium documenting the folder structure and describing the contents of major folders. File names shall be descriptive and shall avoid use of special characters that may cause compatibility issues across different operating systems. Version control shall be maintained for documents that undergo multiple revisions, with file names or folder organization clearly indicating draft versus final versions and the date or version number of each iteration.

The Consultant shall test all digital deliverables prior to submission to verify that files open correctly, that all links and references function properly, that formulas calculate correctly, and that no data corruption has occurred during file preparation or copying to storage media. The Client reserves the right to reject digital submissions that contain corrupted files, broken links, missing components, or files that cannot be opened using standard software packages, and to require resubmission of corrected digital deliverables at no additional cost.

6.7 Lateness in Reporting

Where a report required under any section of these Terms of Reference is delayed beyond the stipulated time for submission, the consultant shall provide to the Client an explanation satisfactory to the Client for the delay in submission and the remedial measures to be undertaken

6.8 Logistics and Timing

6.8.1 Project Contract period:

The Contract period for the Feasibility Study and Preliminary Engineering Design services shall be eight (8) months from the effective date of commencement of services.

7 DATA SERVICES, PERSONNEL, AND FACILITIES TO BE PROVIDED BY THE CLIENT

7.1 Documents and Data

The Client shall make available all relevant documents and data in possession of Kenya National Highways Authority or other government agencies including existing engineering studies, feasibility reports, and preliminary designs for project corridor; road condition surveys and pavement assessments; historical traffic count data; geotechnical investigation reports and materials testing results; previous environmental and social assessment documentation; land records and cadastral information; utility infrastructure records; and relevant county government development plans.

The Consultant shall review all Client-provided information and shall be responsible for verification, analysis, and professional interpretation. The Client makes no representation regarding completeness or accuracy of provided information. Where existing data are inadequate, the Consultant shall conduct additional surveys and investigations as specified in Section 4.

7.2 Services and Assistance

The Client shall provide liaison and coordination support with government ministries, departments, agencies, and county governments. The Client shall facilitate permits, approvals, and clearances from regulatory authorities including National Environment Management Authority, National Land Commission, utility companies, and county governments.

The Client shall assist obtaining customs and tax exemptions for Consultant's imported equipment and materials in accordance with Government of Kenya policy for donor-financed projects. The Client shall support obtaining work permits and entry visas for expatriate staff.

The Client shall facilitate security arrangements and coordination with relevant authorities where security considerations apply. The Client shall organize coordination meetings and provide meeting facilities as necessary. The Client shall facilitate arrangements for Consultant office space or provide compensation as specified in Contract.

7.3 Correspondence and Communication

All formal correspondence regarding the consulting assignment shall be addressed to the Director, Highway Design and Survey, Kenya National Highways Authority, who serves as Client's Representative for contract administration and has authority to issue instructions, approve deliverables, and make decisions within Contract scope.

The Consultant shall maintain professional communication protocols and respond to Client correspondence within reasonable timeframes appropriate to matter urgency. For urgent technical matters requiring immediate attention, the Consultant shall establish direct communication with Client's Project Technical Team as specified in Section 9.

All correspondence shall be documented and filed systematically by both parties. Electronic communication may be used for routine coordination subject to written confirmation for matters requiring formal record.

8 COST OF THE ASSIGNMENT

Shortlisted Consultants shall be required to prepare Financial Proposals costing the assignment activities under remuneration and reimbursable costs as guided within the Request for Proposal Document.

9 OVERSIGHT RESPONSIBILITY REPORTING

The Employer for the design contract will be the Director General, Kenya National Highways Authority (KeNHA). The Consultant will be reporting to the Director, Highway Design and Survey, Kenya National Highways Authority (KeNHA).

10 TRAINING AND CAPACITY BUILDING

10.1 Training Objectives

Capacity building through structured training is important secondary objective complementing primary technical consulting services. Training aims to enhance technical capabilities of Kenya National Highways Authority and Kenya Urban Roads Authority staff in highway design, project development, and Design-Build procurement. Training enables Client staff to better manage future design assignments, review consultant deliverables with enhanced technical understanding, and contribute more effectively to project development activities.

Training focuses on practical knowledge transfer through active participation in assignment activities rather than classroom instruction. Trainees work alongside Consultant key staff observing professional practices, participating in technical tasks under supervision, and gradually assuming greater responsibility as competence develops. This on-the-job training approach ensures knowledge transfer is grounded in real project experience rather than abstract theory.

10.2 Training Participants

The Client shall nominate up to three trainee engineers and up to three trainee technicians or inspectors to participate in assignment as counterpart staff receiving structured training. Nominees should be permanent Kenya National Highways Authority, Kenya Rural Roads Authority or Kenya Urban Roads Authority staff with relevant educational background and potential for career development in highway design and project management. Trainee engineers should have university degree in civil engineering and up to five years professional experience. Trainee technicians should have diploma in civil engineering technology and relevant field experience.

Trainees are assigned to work with Consultant team during Phase 1 participating in design activities and gaining exposure to professional practices. Trainee deployment schedule is coordinated with Consultant work program ensuring trainees participate when meaningful learning opportunities are available. Trainees are not merely observers but active participants in technical work under Consultant supervision. Training participation should not interfere with trainees' primary responsibilities to Client and deployment schedule accommodates Client operational requirements.

The Client remains responsible for all trainee emoluments including salaries, allowances, and benefits. The Consultant provides training supervision and technical guidance but does not

provide financial compensation to trainees. Trainees remain Client staff throughout training period subject to Client personnel policies and administrative procedures.

10.3 Training Program Content

Training program covers multiple technical areas corresponding to major assignment components. Specific training content is tailored to individual trainee background and learning objectives but typically includes survey operations and data processing for highway projects, traffic surveys and forecasting methodologies, geotechnical investigation and materials testing, highway geometric design using modern design software, pavement structural design and materials selection, bridge and drainage structure design, economic evaluation using HDM-4 methodology, environmental and social considerations in highway design, Design-Build procurement and Employer's Requirements development, project management and quality assurance practices, and technical report preparation and presentation.

Training delivery emphasizes learning by doing. Trainees are assigned specific tasks under Consultant supervision with progressive increase in task complexity and responsibility as competence develops. Tasks might include survey data processing and quality checking, materials testing in laboratory and reporting of results, traffic count data analysis and preparation of traffic summary tables, geometric design of road sections using design software, preparation of drawing sections under supervision, quantity calculations from drawings, preparation of sections of technical reports, and review and checking of technical work. All trainee work products are reviewed by Consultant key staff with feedback provided on quality and areas for improvement.

In addition to hands-on technical work, trainees observe and participate in professional activities including coordination meetings with Client and other consultants, stakeholder consultation forums, technical presentations and workshops, and review and quality control processes. This exposure to professional practice complements technical skill development with understanding of project management, client relations, and teamwork requirements.

10.4 Training Supervision and Evaluation

The Team Leader designates senior key staff member as Training Coordinator responsible for training program implementation and trainee supervision. Training Coordinator develops individual training plans for each trainee based on background and learning objectives, assigns trainees to appropriate key staff for technical supervision, monitors training progress and trainee performance, provides feedback and coaching to trainees, and prepares training progress reports for Client.

Individual training plans document training objectives, technical areas to be covered, specific tasks and activities assigned, schedule and duration of training assignments, and evaluation criteria for assessing learning outcomes. Training plans are developed in consultation with trainees and Client's Representative ensuring alignment with Client capacity building priorities and trainee career development goals. Training plans are reviewed and updated quarterly based on progress and evolving learning needs.

Training progress is documented in monthly progress reports submitted to Client including summary of training activities during reporting period, description of tasks and responsibilities assigned to each trainee, assessment of trainee performance and learning progress, any issues or constraints affecting training effectiveness, and planned training activities for following

month. This regular reporting enables Client to monitor training program and provide input on training priorities.

At assignment completion, the Consultant prepares comprehensive training completion report for each trainee documenting training duration and level of effort, technical areas covered with specific skills and knowledge gained, tasks and responsibilities successfully completed, assessment of competencies achieved, and recommendations for continued professional development. Training completion report serves as permanent record of training received and can support trainee career progression within Client organization.

10.5 Training Facilities and Resources

The Consultant shall provide trainees with access to necessary facilities and resources for effective learning. Trainees are accommodated in Consultant project office with desk space and computer access. Trainees have access to Consultant technical library including design standards, reference manuals, and technical publications. Trainees are provided with copies of relevant training materials including design guidelines, calculation examples, and procedure documents.

Trainees use Consultant software under supervision for design tasks and analysis including highway design software such as Civil 3D, economic analysis software including HDM-4, geotechnical analysis software, structural design software, and standard office software including Microsoft Office suite. Software use is supervised ensuring trainees learn proper application while protecting data security and quality control.

The Consultant provides reasonable safety equipment and protective gear for trainees participating in field activities including survey operations and site investigations. The Consultant ensures trainees receive appropriate safety briefing before field deployment and are supervised by experienced staff during field activities. The Consultant maintains appropriate insurance coverage for trainees participating in assignment activities.

PART II

Section 8. Conditions of Contract and Contract Forms

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

ROADS FOR RURAL ECONOMIC DEVELOPMENT PROJECT (RREDP)

Grant No.: IDA E5930

Contract No.: KeNHA/XXXX/2026

**CONSULTANCY SERVICES FOR FEASIBILITY STUDIES AND
PRELIMINARY ENGINEERING DESIGN OF KERICHO-AINAMOI-
POIYWEK-CHEPKOIYO-KOISEGEM-FORT TERNAN-GILIMORI-
KENEGUT BORDER ROAD AND ENGINEERING DESIGN OF
ASSOCIATED CIVIL WORKS FOR FIBRE OPTIC CABLE FOR DESIGN
BUILD PROJECT DELIVERY (110 KM)**

between

KENYA NATIONAL HIGHWAYS AUTHORITY

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, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: 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

Appendix E: Code of Conduct for Experts

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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; Appendix E; and Appendix F. 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 International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (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) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“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).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) **“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.
 - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.

- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the government of the Client’s country.
- (n) **“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.
- (o) **“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.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“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.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal

or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.

- (w) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) **"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** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2. 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.
- 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 49 & 50.
- 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 50.1;
- (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;
- (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 50.1.
 - (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. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. 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. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. 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 43 through 47) 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 Regulations, 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 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) 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.

29. Code of Conduct

- 29.1. The Consultant shall have a Code of Conduct for the Experts. Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
- The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

30. Forced Labor

- 30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

- 32. Non-Discrimination and Equal Opportunity**
- 32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).
- 33. Training of Experts**
- 33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.
- The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 34. Description of Key Experts**
- 34.1. 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**.
- 35. Replacement of Key Experts**
- 35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 35.2. 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.

- 36. Removal of Experts or Sub-consultants**
- 36.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. 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.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. 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

- 37. Assistance and Exemptions**
- 37.1. 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**.

38. Access to Project Site

- 38.1. 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.

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

- 39.1. 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 39.1

- 40. Services, Facilities and Property of the Client** 40.1. 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**.
- 41. Counterpart Personnel** 41.1. 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**.
- 41.2. 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.
- 42. Payment Obligation** 42.1. 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

- 43. Contract Price** 43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 43.2. Any change to the Contract price specified in Clause GCC 43.1 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**.
- 44. Taxes and Duties** 44.1. 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**.
- 44.2. 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.

- 45. Currency of Payment** 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 46. Mode of Billing and Payment** 46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- 46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 46.2.1 *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.
- 46.2.2 *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.
- 46.2.3 *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.
- 46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments 47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, 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

48. Good Faith 48.1. 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

49. Amicable Settlement 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2. 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 50.1 shall apply.

50. Dispute Resolution 50.1. 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 Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines 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/proposers), 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 Corruption.

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 party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party 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 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 Anti- Corruption Guidelines 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;¹ (ii) to be a nominated² 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/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ 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.

¹ 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.

² 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.

³ 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.

III. Special Conditions of 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 law of The Republic of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client: Kenya National Highways Authority Barabara Plaza, Off Airport South Road, Opp. KCAA P.O.Box 49712-00100 Nairobi</p> <p>Attention : Director Highway Design and Survey</p> <p>E-mail: directorhpd@kenha.co.ke</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Eng Monica Abonyo – Director Highway Design and Survey</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: N/A
12.1	Termination of Contract for Failure to Become Effective:

	The time period shall be Two (2) Months
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Fourteen (14) days from the date of the order to commence service</p> <p>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.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be Eight (8) Months.</p>
21 b.	<p>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</p> <p>Yes</p>

23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage equal to the total ceiling amount of the Contract.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Republic of Kenya;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Kenya;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(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 the Services.</p>
27.1	No exceptions to proprietary rights provision
27.2	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> 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</p>

	estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.																			
44.1 and 44.2	The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from VAT and Import Duties with regards to services offered to and goods imported for the specific implementation of the project in line with the VAT Act in Kenya and the EAC Customs Management Act.																			
46.2	<p>Payment shall be made according to the following schedule:</p> <table border="1"> <thead> <tr> <th>Payment No.:</th> <th>Report Type</th> <th>Percentage payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>10%</td> </tr> <tr> <td rowspan="2">2</td> <td>First Stakeholder Consultation Workshop Report</td> <td rowspan="2">20%</td> </tr> <tr> <td>Aerial Survey Products Report</td> </tr> <tr> <td rowspan="3">3</td> <td>Preliminary Concept Design Report - Submission</td> <td rowspan="3">30%</td> </tr> <tr> <td>GIS Database and Comprehensive User Guide</td> </tr> <tr> <td>Draft Final Preliminary Engineering Report</td> </tr> <tr> <td rowspan="2">4</td> <td>Second Stakeholder Consultation Workshop Report</td> <td rowspan="2">40%</td> </tr> <tr> <td>Final Preliminary Engineering Report</td> </tr> </tbody> </table>	Payment No.:	Report Type	Percentage payment	1	Inception Report	10%	2	First Stakeholder Consultation Workshop Report	20%	Aerial Survey Products Report	3	Preliminary Concept Design Report - Submission	30%	GIS Database and Comprehensive User Guide	Draft Final Preliminary Engineering Report	4	Second Stakeholder Consultation Workshop Report	40%	Final Preliminary Engineering Report
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46.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment of 10% of the Lump-sum Contract Amount in the currency(ies) of the Financial Proposal 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 <ul style="list-style-type: none"> • 3rd Payment • 4th Payment (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off. 																			

46.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
47.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
50.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <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"> (a) 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>[name an appropriate international professional body, e.g., 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>[insert the name of the same professional body as above]</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>[name an</i>

	<p><i>appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].</i></p> <p>(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>[name the same appointing authority as in said paragraph (b)]</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 <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>

	<p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(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 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 46.2.3 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	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour 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 42.2.1 and SCC 46.2.1]

[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, 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

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.

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 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."

APPENDIX E - CODE OF CONDUCT FOR EXPERTS

**APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA)
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE
DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture
and each Sub-consultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

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:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

2. Short listed Consultants *[INSTRUCTIONS: insert names of all short listed 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	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	<u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
		Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]			

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): <i>[insert score]</i>				
		Criterion (v): <i>[insert score]</i>				
		Total score: <i>[insert score]</i>				
<i>[insert name]</i>	...					
...	...					

3. 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.]

4. 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.

5. 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 “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

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 Procurement Regulations (as described in Annex III).

6. 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 Consultant. 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:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *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),</i>			

<i>nationality, country of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- 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]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- 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.