Kenya National Highways Authority
Quality Highways, Better Connections
Barabara Plaza, Block A & C, Jomo Kenyatta International Airport (JKIA), Off Airport South Road, along Mazao Road,
P.O Box 49712 - 00100 Nairobi, Tel 020 - 4954000 / 0700 423 606 Email dg@kenha.co.ke / Website www.kenha.co.ke

TENDER NO: KeNHA/2972/2026

REQUEST FOR PROPOSAL

FOR

REQUEST FOR PROPOSALS (RFP) FOR CONSULTANCY SERVICES TO UNDERTAKE A COUNTRYWIDE ROAD INVENTORY AND CONDITION SURVEY: NATIONAL TRUNK ROADS LOT 2 (EAST)

JUNE, 2026

DIRECTOR GENERAL **KENYA NATIONAL HIGHWAYS AUTHORITY** **P.O. Box 49712-00100** **NAIROBI**	**DIRECTOR – PLANNING AND RESEARCH COMPLIANCE** **KENYA NATIONAL HIGHWAYS AUTHORITY** **P.O. Box 49712-00100** **NAIROBI**

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SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Date: 30th June 2026

Reference No.: KeNHA/2972/2026

Name of Assignment: **Request for Proposal for Consultancy Services to undertake a Countrywide Road Inventory and Condition Survey: National Trunk Roads LOT 2 (EAST).**

To: **All Eligible Bidders**

Dear Messrs.____

1. The Kenya National Highways Authority has set aside funds in its budget toward the cost of the subject consulting services.

   The Procuring Entity now invites proposals to provide the following consulting services (here in after called “the services”): “Name of Assignment: **Request for Proposal for Consultancy Services to undertake a Countrywide Road Inventory and Condition Survey: National Trunk Roads LOT 2 (EAST).**

2. This Request for Proposals (RFP) has been addressed to all Eligible Bidders.

3. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members listed, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet.

4. It is not permissible to transfer this RFP to any other firm.

5. Section 1: Letter of Request for Proposals
   Section 2: Instructions to Consultants and Data Sheet
   Section 3: Technical Proposal Standard Forms
   Section 4: Financial Proposal Standard Forms
   Section 5: Terms of Reference
   Section 6: Standard Forms of Contract

6. A Consultant Firm will be selected under Quality and Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations of which is found at the following website: www.ppra.go.ke. The above details shall form part of the Proposal.

7. Interested firms may inspect the Request for Proposal documents from the Supply Chain Management office, Kenya National Highways Authority Headquarters, Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Block C 2nd Floor, during normal working hours.

8. Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of **210 days** from the closing date of the tender.

9. A complete set of tender documents may be obtained by interested tenderers from the Kenya National Highways Authority (KeNHA) website: **www.kenha.co.ke** or Public Procurement Information Portal (PPIP) website **www.tenders.go.ke** free of charge or from KeNHA Headquarters Office, Barabara Plaza, 2nd Floor Block C Supply Chain Department during normal working hours upon payment of non-refundable fee of Kshs, 1,000.00 (One thousands shillings only) in form of a banker's cheque payable to Kenya National Highways Authority.

10. Completed tender documents are to be enclosed in plain sealed envelope clearly marked in accordance with instruction to Consultant (ITC) 10.1 (Section 2 (B). Data Sheet) and submitted to:-

Kenya National Highways Authority,
Supply Chain Management Office,
2nd Floor, Block C, North Wing, Barabara Plaza,
Mazao Road off Airport South Road, P. O. Box 49712-00100,
NAIROBI, KENYA.

and deposited in the Tender Box at the Barabara Plaza, Block C, Second Floor, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters), to be received on or before**, as per tender notice.**

Please note that bulky tenders which do not fit in the Tender Box shall be delivered to the Supply Chain Management office at Barabara Plaza, Block C, 2nd Floor, South Wing, Jomo Kenyatta International Airport (JKIA), Off Airport South Road, along Mazao Road.

11. All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke or Public Procurement Information Portal (PPIP) website www.tenders.go.ke for any tender addendums or clarifications that may arise before the submission date.

Yours sincerely,

Deputy Director, Supply Chain Management
For: Director General

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

SECTION 2 (A). INSTRUCTIONS TO CONSULTANTS (ITC)

A. GENERAL PROVISIONS

1. Meanings/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 Kenya.

c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.

e) "Contract" means a legally binding written agreement signed between the Procuring Entity 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).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.

h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) "Government" means the Government of the Republic of Kenya.

j) "In writing "means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.

k) "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 Procuring Entity for the performance of the Contract.

l) "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 considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.

o) "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.

p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of consultants.

s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

u) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity 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 Consultant are invited to submit a Technical Proposal and a Financial Proposal, 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 Procuring Entity 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, always holding the Procuring Entity's interest's 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 Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity 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.

ii) *Conflicting Assignments*

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 conflict with another assignment of the Consultant for the same or for another Procuring Entity.

iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

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 Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act, 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the Data Sheet.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition

Authority of Kenya may be accessed from the websitewww.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

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

a) Sanctions – A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

b) Prohibitions – Firms and individuals of a country or goods in a country maybe ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

ii) 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, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they

i) Are legally and financially autonomous,

ii) Operate under commercial law, and

iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consultancy contracts.

6.7 Margin of Preference and Reservations – No margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheet. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

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 Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by 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 Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

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

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

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.

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 s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude 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.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act, 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available 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.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity 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.

c. 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 provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, 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 Procuring Entity, such Proposal will be rejected.

d. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

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 Procuring Entity's address indicated in the Data Sheet. The Procuring Entity 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 Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 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:

(a) If a 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 solon gas only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity'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. This clause shall not apply when using Fixed Budget selection method.

(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be 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.

(d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 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.

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. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

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 apply 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 Kenya 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 Kenya Shillings.

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 the Financial Proposals 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.

17.3 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.

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

17.5 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.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE…………. (The time and date for proposal opening date”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall been closed and shall be addressed as follows:

i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC11;

ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;

iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

i) Bear the name and address of the Procuring Entity.

ii) Bear the name and address of the Firm; and

iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity 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 publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity 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 PPRA's debarment procedures.

19.3 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 Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the 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 by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 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 Tender Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Tender Data Sheet.

a) Firm has submitted the required number of copies of the Technical Proposals.
b) Firm has submitted a sealed financial proposal.
c) The Proposal is valid for the required number of days.
d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITC 16.3 for Kenyan firms.
g) Key Experts are from eligible countries.
h) A short-listed firm has not participated in more than one proposal, if so required.
i) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
j) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
k) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
l) The firm has not proposed employing public officials, civil servants and

employees of public institutions.

m) The Consultant shall provide verifiable evidence of the availability of specialized and fully calibrated road condition data acquisition hardware required to execute the Road Inventory and Condition Survey (RICS). This infrastructure must explicitly include:

i. Functional Dynamic Response Intelligent Monitoring System (DRIMS) profiling equipment accompanied by valid calibration certificates from a recognized body.

ii. High-precision GPS/GIS data logging hardware and forward-facing synchronized digital imaging systems for asset inventory mapping.

iii. Authentic documentary evidence of equipment ownership (e.g., logbooks, purchase invoices) or valid, legally binding lease/hire agreements explicitly covering the entire duration of the contract assignment.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

Note: ***Key Experts should not appear in more than one proposal. (If appeared in more than one proposal, such Key Experts shall NOT be subjected to evaluation, hence, attracts zero point for both the bidders he/she appeared, during technical Evaluation)***

22.2 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.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity 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.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the result s of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals shall be in person.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening 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 Procuring Entity as indicated in the Data Sheet. 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.

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.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, 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 figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity'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.

24.3 Lump-Sum Contracts - 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 correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with 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. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity may compare submitted prices against the prevailing market rates, and engineer's estimates to determine an abnormally low bid and shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (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 that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity 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 enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 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.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

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 Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution 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 in capacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation and to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. The Consultant must seek and obtain explicit prior written approval from the Client of the proposed key expert before any substitution can be formalized.

32.5 Technical Negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity'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.

32.6 32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the 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 or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; 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. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates 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 Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; 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. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity 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 Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **Data Sheet.**

36.4 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
A. General Provisions	
1(j)	Electronic procurement system shall be used: **No (√)**
2.1	Name of the Procuring Entity: Kenya National Highways Authority The consultant selection method is: **Quality and Cost Based Selection Method (QCBS) (√)** Quality Based Selection Method (QBS) ( ) Least Cost Selection Method (LCS) ( ) Consultant Qualification Selection Method (CQS) ( ) Fixed Budget Selection Method (FBS) ( ) Single Source Selection Method (SSS) ( )
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: **Yes (√)** The name of the assignment is: **Consultancy Services to Undertake a Countrywide Road Inventory and Condition Survey: National Trunk Roads LOT 2 (EAST)**
2.3	A pre-proposal conference will be held: **Yes** The date of the conference will be as per the detailed Tender Notice
2.4	The Procuring Entity will provide the following inputs, 1. The client will be available to clarify any matters that may arise. 2. Provide information, documentation and records required for the assignment within reasonable time of request 3. Provide timely comments to documents prepared by the Consultant for the assignment
3.3 (iv)	[Insert any other conflicting relationships] ____________________
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] **(N/A)**
6.2	Maximum number of members in the Joint Venture (JV) shall be: **[3No.]**.

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
6.6(a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with - **(N/A)**
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-I: Technical Proposal Submission Form TECH-2: Consultant 's Organization and Experience TECH-3A: Confidential Business Questionnaire/ Tenderers eligibility TECH-3B: Conflict of interest disclosure TECH-3C: Current Contractual Commitments TECH-3D: Comments and Suggestions TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6A: Team Composition, Assignment, and Key Experts' Input TECH-6B: Curriculum Vitae TECH-7: Mandatory Support Documents TECH 8 : Self Declaration forms AND 2nd Inner Envelope with the Financial Proposal: FIN-1: Financial Proposal Submission Form FIN-2: Summary of Costs FIN-3: Breakdown of Remuneration FIN-4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: [select one option] **No (√)**
12.1	Proposals must remain valid for **210** days after the proposal submission deadline.
13.1	Clarifications may be requested no later than **[Seven (7)]** days prior to the submission deadline.

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	The contact information for requesting clarifications is: Email; **procurement@kenha.co.ke** and **dg@kenha.co.ke**
14.1 (b) (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: 15 Months [Indicate only either time input (in person-month) or total cost, but not both!]
14.1 (c) and 26.2 [use for Fixed Budget method]	[If Fixed Budget Selection Method is not used, state "Not applicable". If Fixed Budget Selection method is used, insert the following: **(Not Applicable)** The total available budget for this Fixed-Budget assignment is: [insert currency} (choose one: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. [If inclusive, indicate tax estimates separately]
14 (d)	Key Experts shall not appear in more than one proposal: **YES** *(If appearing in more than one proposal, such Key Expert shall NOT be subjected to technical evaluation, hence, attracts zero point for both bidders he/she appeared in)*
16.1(b)	[A sample list or reimbursable expenses is provided below for guidance. Items that are not applicable should be deleted; others may be added. If the Procuring Entity wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms}. The Financial Proposal will include (but not limited to) the following reimbursable expenses: 1. A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2. Cost of travel by the most appropriate means of transport and the most direct practicable route; 3. Cost of office accommodation, including overheads and back-stop support; 4. Communication costs; 5. Cost of purchase or rent or freight of any equipment required to be provided by the Consultants; 6. Cost of reports production (including printing) and delivering to the Procuring Entity; 7. Other allowances where applicable and provisional or fixed sums (if any) including the cost for facilitating the exercise [insert relevant type of expenses, if/as applicable}
16.2	A price adjustment provision applies to remuneration rates: **No**

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	[price adjustment will only apply to local inflation]
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Kenya Shillings: **Yes (√)**
C. Submission, Opening and Evaluation	
17.1	The Consultants **SHALL NOT** have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: Technical Proposal: **One (1) original** Financial Proposal: **One (1) original**
18.5	The Proposals must be submitted not later than: Date: **As indicated in the tender notice** Time: **As indicated in the tender notice** The Proposal submission address is: **Deputy Director – Supply Chain Management,** **Kenya National Highways Authority,** **P. O. Box 49712-00100, Nairobi** **Barabara Plaza, Jomo Kenyatta International Airport,** **Mazao Road, Off Airport South Road, Block C 2nd Floor**
20.1	An online option of the opening of the Technical Proposals is offered: **No (√)** The opening shall take place at: [Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C, 2nd Floor, Boardroom] **Kenya National Highways Authority,** **P. O. Box 49712-00100, Nairobi** **Barabara Plaza, Jomo Kenyatta International Airport,** **Mazao Road, Off Airport South Road, Block C, 2nd Floor** **Boardroom**

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
20.2	**N/A**
22.1	Other eligibility and mandatory criteria shall be: As described in the Request for proposal document i.e **Form Tech-7: Mandatory Support Documents**
22.2	The criteria, sub-criteria and point system for evaluation of technical proposal is as below: The broad evaluation criteria will be as below: **Item** | **Description** | **Marks %** **1** | The firms general and specific experience in assignments related to the assignment | **20** **2** | Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | **35** **3** | Qualifications and competence of the Key Staff for the assignment | **45** | **TOTAL** | **100%** The minimum technical score required to pass *in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% will proceed for the next stage of financial evaluation while firms that score below 70% will be rejected at this stage and their financial proposals will be returned to them unopened after the end of the procurement process.* **<u>DETAILED TECHNICAL EVALUATION CRITERIA</u>** **TECHINAL EVALUATION CRITERIA** The technical evaluation will be guided by the following steps that we intend to go through. As indicated in the document only Firms that score at least 70% or more in the technical evaluation will proceed to the next stage of financial evaluation. **Technical evaluation process and rating**

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	The technical evaluation will be carried out in accordance with the criteria as indicated in the RFP. The evaluation will be done in panel form by an evaluation committee so that the members will carry out the evaluation preferably in the same room to enable clarification of issues that may arise and to ease coordination. Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KeNHA may be able to hire the services of the most highly rated bidder to carry out the assignment. **Scoring/rating Procedure** Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation. The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However, individual evaluators have the right to stick to their scores without changing them if they strongly feel so. However, they will be expected to justify their position in writing, and this will be reflected in the evaluation report. **Unforeseen issues** Each evaluator should record any unique issues not captured in the evaluation process that may have a bearing in the total evaluation. If the evaluators feel strongly that those issues may affect the responsiveness of the tender, the committee will discuss and agree on the next course of action. Material deviation from the TOR, Information that may negate performance of the services etc. may lead to disqualification of the tender. **Comments on each firm** Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	CRITERION 1- **General and specific experience related to the Assignment – Max 20 Marks**. **(a) Firm's organization and establishment (6 marks)** • Staff Establishment- **1.5 marks** (10 staff and above (0.5 marks); 6-9 staff (1 mark); less than 6 staff (0 marks) • Firm's Turnover for the last two years- **3 marks** (Kshs. 150 million average turnover and above-3 marks (Kshs. 100million- Kshs. 150 million (2 marks); Kshs. 50 million- Kshs. 100 million (1 mark); less than 50 million average turnover (0.5 marks) • Office Facilities- 0.5 marks (GIS equipment (0.2 marks), field vehicles (0.2 marks) , plotters (0.1 mark) **(b) General and specific experience of the firm to the assignment (14 marks)** • Experience of the firm in the road sub-sector projects/transportation engineering **-2 marks** • Specific experience in Road Inventory and Condition Surveys- **4 marks** • Two references that the firm has been engaged in similar assignments over the last fifteen years. – **4 marks** (2 marks each) • Signed letters of recommendations from two references. – **4 marks** (2 marks each)

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	CRITERION 2 - **Adequacy of proposed Work plan and methodology Marks – 35 points** This criterion may be subdivided as below. **(a)** Comments on Terms of Reference, on data and facilities to be provided by the client. comments and suggestions that add value- **2 marks** **(b)** Detailed Methodology of how the bidder is going to undertake the assignment and achieve the objectives of the assignment **- 22 marks.** • Demonstrate understanding of the project scope (**1 mark**) • Describe the planning and mobilization for the field assignment including equipment choice (**4 marks**) • Describe the office data quality management workflow **(3 marks**) • Demonstrate how the structures, public facilities and non-motorized facilities database shall be established and updated. (**3 marks**) • Outline the process of carrying out of roughness and deflection measurements and reporting including proposed equipment (**3 marks**) • Describe how the zonal datasets will be harmonized (**2 marks)** • Demonstrate how linear referencing will be carried out based on information provided by the Client(**3 marks**) • Describe how the assessment of the performance of road sections for the respective zone will be carried out (**3 marks**) (c) Demonstration of how the bidder will undertake transfer of knowledge in line with the ToR - **3 marks**. **(d)** Conformity to work plan schedule of the consultancy - **3 marks.** (e) Conformity to work plan schedule of the key personnel - **3 marks.** **(f)** Understanding of project deliverables - **1 mark (correct reports, timelines** (g) Proposal presentation – paging, table of contents, neatness, readability, completeness etc- **1 mark** *[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]*

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	CRITERION 3- **Qualifications and competence of key staff – 45 marks** This will determine the human resources capacity inbuilt to enable the Firm's Personnel carry out the assignment to the satisfaction of KeNHA. **CURRICULUM VITAE OF KEY PERSONNEL REQUIREMENTS** Please note that any CV not signed by staff member or authorized representative of the firm and without copies of certificates attached **shall not** be evaluated. **1. PROJECT DIRECTOR/ TEAM LEADER (12 marks)** a. Academic qualifications - Bachelor's degree in Civil Engineering or equivalent from recognized university– **0.5** marks b. Professional qualifications (Professional Engineer with Engineers Board of Kenya or equivalent with valid practicing license) – **1.0** marks **c.** Membership in professional bodies (Institution of Engineers of Kenya (IEK) or equivalent) – **1.0 mark** d. General experience of 15 years - **3** marks, e. 5 years' Specific experience as a team leader in transport sector studies – **5.5 marks (1.1 marks per year)** f. Experience in the region **-1.0 marks** **2. RICS Expert (10 marks)** a. Academic qualifications - Bachelor's degree in Civil Engineering or equivalent from recognized university– **0.25** marks b. Professional qualifications (Professional Engineer with Engineers Board of Kenya or equivalent with valid practicing license) – **0.75** marks **c.** Membership in professional bodies (Institution of Engineers of Kenya (IEK) or equivalent) – **0.5 marks** d. Adequacy and experience - General experience of 10 years in Highway Engineering- **2.5** marks,

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	e. 5 years' specific experience in Road Inventory and Condition Surveys and pavement evaluation in developing countries – **5 marks** **f.** Experience in the region **-1.0 marks** **3. GIS/Geodatabase Expert (10 marks)** a. Academic qualifications - Bachelor's degree in Geoinformatics or equivalent from recognized university– **0.5** marks **b.** Membership in professional bodies (Institution of Surveyors of Kenya (ISK) or equivalent) – **0.5 marks** c. Adequacy and experience - General post graduate experience of 10 years in GIS - **3** marks, **d.** 5 years' specific experience in geodatabase management and earth observation– **5 marks** **e.** Experience in the region **-1.0 marks** **4. Bridge/Structural Expert (5 marks)** a. Academic qualifications - Bachelor's degree in Civil Engineering from a recognized university– **0.5** marks b. Adequacy and experience – 10 years Post- Registration experience– **1.0 marks**, c. 5 years' specific experience in bride design, maintenance – **3 marks** d. Experience in the region (fluency in English, knowledge of local culture and administrative system)- **0.5 marks** **5. Data Analyst Expert (5 Marks)** a. Academic qualifications - bachelor's degree in data science, Statistics, Computer Science, Geoinformatics, or a closely related quantitative field from recognized university – **0.5** marks b. Adequacy and experience - General post graduate experience of 5 years in Data analytics, statistics modelling and database management systems – **1.0 marks**, c. 3 years' specific experience as a Data Analyst or Pavement Data Specialist in at least three (3) completed road

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	inventory and condition surveys (ARICS/RICS) or network-level pavement performance audit assignments within the last 5 years – **3 marks** d. Experience in the region (fluency in English, knowledge of local culture and administrative system)- **0.5 marks** **6. Supervisors-3No. (1 marks each for 3 marks total)** a. Academic qualifications - bachelor's degree in civil engineering/surveying/Geoinformatics or equivalent from recognized university– **0.25** marks b. Adequacy and experience - General post graduate experience of 6 years– **0.25 marks**, c. 3 years' specific experience in road sector projects– **0.5 marks**
23.4	An online option of the opening of the Financial Proposals is offered: **No**
25.2	For the evaluation, the Procuring Entity will include separate items of: (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 experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in 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 Procuring Entity on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: *Kenya Shillings* The official source of the selling exchange rate is: Central Bank of Kenya The date of the exchange rate is: *five business days prior to the submission deadline.*
29.1	In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in this Data Sheet. The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated shall be as follows: -

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	Sf = 100 X FM/F where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + P = I) indicated in the weightings below. The combined technical and financial score, S, is calculated as follows: - S = St x T % + Sf x P %. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations. The minimum technical score required to pass is **70%** Weightings: **T = 0.7** **P = 0.3**
31	The Standstill Period shall be: 14 days The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: Date: **To be determined** Address: **Deputy Director – Supply Chain Management,** **Kenya National Highways Authority,** **P. O. Box 49712-00100, Nairobi** **Barabara Plaza, Jomo Kenyatta International Airport,** **Mazao Road, Off Airport South Road, Block C 2nd Floor**
35.2	Expected date for the commencement of the Services: Date: ***To be Determined***
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 14 days after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a

Reference to ITC Clause	Particulars of Appendix to Instructions to Consultants
	Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: *Mr. Richard Kimutai Kilel* Title/position: *Deputy Director – Supply Chain Management* Procuring Entity: *Kenya National Highways Authority* Email address: procurement@kenha.co.ke In summary, a procurement-related complaint may challenge any of the following: (i) The terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.

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.}

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as 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 Procuring Entity or maybe sanctioned by the PPRA.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

c) We have no conflict of interest in accordance with ITC3.

d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

e) 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, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.

g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.

h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from **www.ppra.go.ke** during the procurement process and the execution of any resulting contract.

i) We, along with any of our sub-consultants 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 PPRA.

j) Except as stated in the ITC12 and Data Sheet, 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 Clause12 and ITC Clause29.3 and 29.4 may lead to the termination of Contract negotiations.

k) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

l) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

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 Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}:* Name and Title of Signatory:

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

Contact information *(phone and e-mail):*

{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}

i. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the ______________________________ *[Name of Procuring Entity]* For: ______________________________ *[Name and number of tender]* in response to the request for tenders made by: ____________________ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of *[Name of Tenderer] that*:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
    - Has been requested to submit a Tender in response to this request for tenders;
    - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience
5. The Tenderer discloses that [check one of the following, as applicable]:
    - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
    - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - prices;
    - methods, factors or formulas used to calculate prices;
    - the intention or decision to submit, or not to submit, a proposal; or
    - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically

authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Consultant and Date]

ii. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (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, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act *(no.33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behaviour:

(1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

(2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

(3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  b) if a contract has already been entered into with the person, the contract shall be avoidable;

(4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

(5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  i) Shall not take part in the procurement proceedings;
  ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been

within his or her duties shall disclose the conflict of interest to the procuring entity;

(7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, 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:

      - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya 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
      - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. Below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

   "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award of a contract if PPRA 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;
d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers),Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect2all 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 PPRA or any other appropriate authority appointed by Government of Kenya; and
f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in*

A consultancy, and tendering, 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] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity 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 there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

FORM TECH-2: 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

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.

B. Consultant's Experience

1. List only previous similar assignments successfully completed in the last [15] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. 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 Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence.*

Assignment Name:	Approx. Value of the Contract (KES, US ETC)
Country:	Duration of Assignment (Months):
Name of Procuring Entity:	Total No of Staff: -Months of the assignment
Contact Address	Approx. Value of the service provided by your firm under the contract

Email:	
Start Date (Month /Year): Completion Date (Month /Year):	No of professional Staff: Months provided by associated consultants:
Role on Assignment: (E.g Lead Member in ABC j, or Sole Consultants)	Name of senior professional staff of your firm involved and functions performed:
Narrative Description of assignment:	
Description of actual services by your staff within the assignment:	
Name of consulting Firm:	Name and title of signatory:

FORM TECH-3A: CONFIDENTIAL BUSINESS QUESTIONNAIRE TENDERER'S ELIGIBILITY

a) Instructions to Tenderer

Tenderer is instructed to complete the particulars required in this Form, *one form for each entity if Tenderer is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

Tenderer's details

S/No.	ITEM	DESCRIPTION
1.	Name of the Procuring Entity	Kenya National Highways Authority
2.	Name of the Tenderer	
3.	Full Adress and Contract Details of the Tenderer	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person
4.	Reference Number of the Tender	
5.	Date and Time of Tender Opening	
6.	Current Trade License Registration Number and Expiring date	
7.	Maximum value of business which the Tenderer handles	

General and Specific Details

a) **Sole Proprietor,** provide the following details.

Name in full _ Age__

Nationality_________ Country of Origin____Citizenship __

b) **Partnership,** provide the following details.

S/No.	Name of Partners	Nationality	Citizenship	% Shared owned
1.				
2.				
3.				

c) **Registered Company, provide the following details.**

i) Private or public Company _____

ii) State the nominal and issued capital of the Company __
Nominal Kenya Shillings (Equivalent) ________
Issued Kenya Shillings (Equivalent) __________

iii) Give details of Directors as follows

S/No.	Name of Director	Nationality	Citizenship	% Shared owned
1.				
2.				
3.				

DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in KeNHA who has an interest or relationship in this firm? Yes/No...................................

If yes, provide details as follows.

S/No.	Name of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

FORM TECH-3B: CONFLICT OF INTEREST DISCLOSURE

	Type of Conflict	Disclosure YES or NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name: __

Title or Designation: _

(Signature) *(Date)*

FORM TECH 3C: CURRENT CONTRACTUAL COMMITMENTS / ASSIGNMENTS IN PROGRESS

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current contractual commitments					
No.	**Name of Contract**	**Procuring Entity's Contact Address, Tel, Fax**	**Value of Outstanding Assignment (Kenya Shilling equivalent)**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months** **[KSh./month]**
1					
2					
3					
4					
5					
6					

FORM TECH-3D: COMMENTS AND SUGGESTIONS

Form TECH-3D: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, 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

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference 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.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

i) *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 to deliver the expected output(s), and the degree of detail of such output.* *Please do not repeat/copy the TOR sin here.}*

ii) *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 Procuring Entity), and tentative delivery dates of their ports. 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.}

iii) *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-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables	Months											
		1	2	3	4	5	6	7	8	9	10	n	Total
D-1	{E.g Deliverable #1: Report A												
	1) Data Collection												
	2) Drafting												
	3) Inception Report												
	4) Incorporating Comments												
	5)………………………												
	6) Delivery of final report to procuring entity												
D-2	{E.g. Deliverable # 2 :………..}												
N													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity'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-6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

NO	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-4	D-5	Home	Field	Total
KEY EXPERTS											
K-1	(E.G Mr ……)	Team Leader	Home	[Home]	[2 month]						
			Field	[field]	[0.5 m]						
K-2											
K-3											
							Subtotal				
NON-KEY EXPERTS											
N-1			Home								
			Field								
N-2											
							Subtotal				
							Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

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 Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

Full time input Part time input

FORM TECH-6B: 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	

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 Procuring Entity's 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.}*

S. No	Period	Employing Organization and your title/position. Contact in form for reference.	Country	Summary of activities performed relevant to the assignment
1.	(e.g, May.2011-Present)	Organisation: Reference:		
2.	(e.g, May.2011-Present)	Organisation: Reference:		

Membership in Professional Associations and Publications:

___

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

___

___

Adequacy for the Assignment:

Detailed Task Assigned on Consultant's Team Expert	**Reference to prior work/assignments that best illustrates capacity to handle the assigned task**
[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 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 Procuring Entity, and/or sanctions by the PPRA.

Name of Expert______________________________

Signature___________________________________

Date______________________________________
{Day/ month/year}

Name of authorized ___________________________

Signature.__________________________________

Date______________________________________
{Day / month/year}

Representative of the Consultant (the same who signs the Proposal

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

(More details on the Services are provided in Section 5: Terms of Reference).

The following are mandatory requirements that **must** be submitted together with the proposal.

- Copy of certificate of incorporation/Registration.
- Copy of CR12 form (issued within the last six (6) months from the tender opening date). Attach copy/copies of National Identification documents (ID/Passport) for all Directors/ Partners / Sole proprietor.
- Copy of a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITC 16.3 for Kenyan firms.
- Confidential Business Questionnaire properly filled, signed & stamped.
- Curriculum vitae (CVs) of the proposed key staff **duly signed** by the proposed individuals.
- Certified copies of certificates and testimonial of the proposed key staffs.
- Letters of availability for the assignment signed by the proposed key staffs.
- Current Contract Commitments (Form Tech 3C) properly Fill & Sign
- Firm has submitted a sealed financial proposal.
- The Proposal is valid for the required number of days (Technical proposal submission form).
- Form Tech-1: Technical Proposal Submission Form - duly filled, signed & stamped.
- The Technical Proposal is signed by the person with power of attorney issued by a Commissioner for Oaths or Notaries public, without material deviation, reservation, or omission.
- Certificate of Independent Proposal Determination properly filled & signed.
- Form Self declaration Form (SD-1) properly filled & signed.
- Form Self declaration Form (SD-2) properly filled & signed.
- Declaration and Commitment to the Code of Ethics properly filled & signed.
- The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- A statement that the Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- A statement that the firm has not proposed employing public officials, civil servants and employees of public institutions.
- A statement that the Consultant, its sub-consultants and experts have no conflicts of interest.

- A person proposed as Key personnel by more than one bidder for the same bid shall cause the disqualification of the bidders.
- Current sworn affidavit on litigation history issued by a Commissioner for Oaths or Notaries public within the last three (3) months.
- Submission of audited Financial Accounts for the last three years (2022, 2023 & 2024).
- Completeness of the RFP document –
  - All pages with entries (Typed or handwritten) must be initialled.
  - Any alterations made in the tender document must be countersigned.
  - All relevant Forms/ Schedules shall be duly filled including it being signed, dated, and stamped.
- Bidders shall sequentially serialize all pages of each tender submitted. Any written Pages or document attached, or inserted Documents **MUST** be sequentially serialized. **A Guide Note on Serialization is outlined in the Notes below.**
- Firms or entities in a joint venture, association or sub-consultancy shall individually meet the mandatory requirements above and attach a duly signed agreement.

NOTE:

- **Clarity on Serialization of Tender Documents by Prospective Bidders. Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized. That is, serialization shall be undertaken by the bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the KeNHA website should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from page one up to the last including attachments/appendices and the document should be bound.**
- **Firms or entities in a joint venture, association or sub-consultancy shall individually meet the mandatory requirements above and attach a duly signed agreement.**
- **To enhance Equity each bidder may tender for two (2) bids but can only be awarded one (1 No.) bid that shall be favourable to the Employer.**
- **Certificates/licences may be verified from the issuing authorities or agencies.**

FORM TECH-8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I ……………………………………., of Post Office Box …….………………………. being a resident of………………………………….. In the Republic of ……………………………. do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of………....……………………………….. (Insert name of the Company) who is a Bidder in respect of **Tender No.………………….** for……………………. (Insert tender title/description) for……………………. *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

………………………	…………………….	………………………
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I... Of P. O. Box..being a resident of…………………………………. In the Republic of ………………. do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of……….………………………… *(Insert name of the Company)* who is a Bidder in respect of **Tender No.**………………..….. For ……………………. *(Insert tender title/description)* for ……………......................................… *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of……………………. *(Insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……………………. *(Name of the procuring entity).*
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

……………………… ……………………… ………………………

(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ………………………...………
(Person) on behalf of ***(Name of the Business/ Company/Firm***)
………………………………………………. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory...

Sign……………..

Position……………..

Office address……………………………………..………………………………………

Telephone…………………...………………………………………………………………

Email………………………………………………...

Name of the Firm/Company……………………………..

Date…………………………………………...

(Company Seal/ Rubber Stamp where applicable)

Witness

Name ……………………………….………...

Sign………………………………………………………..

Date…………………………………………………………………………………………

FORM TECH – 9 : FORM OF TENDER SECURITY - DEMAND GUARANTEE

Beneficiary:________________________________

________________________________ Invitation to Tender No:

____

________________________________ Date:

____

TENDER GUARANTEE No.: ________________________________

Guarantor: ________________________________

We have been informed that______________________(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Invitation to Tender No._(“the ITT”).

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender (“the Tender Validity Period”), or any extension there to be provided by the Applicant; or

b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of the Beneficiary's Tendering document.

This guarantee will expire:

a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the performance Security and, issued to the Beneficiary in relation to such contract agreement; or

b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

____

[signature(s)]

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.

Note: The fees for the experts should be reasonable with the Scale of Fees for Professional Engineering Services of 2020 as the per Engineer Board of Kenya.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

.... {Location, Date}

To: .... [Name and address of Procuring Entity]

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 currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is......................... {*Insert currency*} {*Insert amount in words and figures*}.

{*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 ITC12.1 Datasheet.

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, Amount and Purpose of Commission of Agents, Currency 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}*

Physical Address: .... *{Insert the authorized representative's address}*

Phone: .... *{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}

i. FORM FIN-2: SUMMARY OF COSTS

Costs	Amount(s) Kshs.
Sub-total (A) (staff renumeration)	………………
Sub-total (B) (Transport)	………………
Sub-total (C) (miscellaneous)	………………
Sub-total D =A+B+C	
i. Add 10% of Sub-total **D** for Contingency	………………
Sub- total E= D + i	………………
ii. Add Taxes	………………
iii. Add 0.03% of subtotal E Public Procurement Capacity Building Levy exclusive of Taxes	………………
Grand Total Amount of Financial Proposal (Sub-total E + ii+ iii)	………………

ii. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: ______________________	Description: ________________________
Price Component	**Amount(s)**
Remuneration Reimbursable Expenses Miscellaneous Expenses ***Sub-total A (Carried forward to Form Fin-2: Summary of costs)***	______________________________

iii. REIMBURSABLES PER ACTIVITY

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Road travel	Kms			
2.	Rail travel	Kms			
3.	Subsistence Allowance	Day	n/a		
	Grand Total				___________

iv. MISCELLANEOUS EXPENSES

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs ______________________ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Aerial photography and mapping				
5.	Provision of 4 No. Laptops for Client's Engineers	No.	4		
6	Allow a Lump Sum Training of Client's Engineers for the entire contract period	LS	1		
7	Allow a Lump Sum for site visit by client at the end of Preliminary and validation of Final RICS	LS	1		
	Grand Total				

FORM FIN-3A: BREAKDOWN OF REMUNERATION

	A. REMUNERATION	Unit	Quantity	Rate (Kshs.)	Amount (Kshs)
	1. Key Staff				
	1.1 Team Leader	Staff months	15.00		
	1.2 RICS Expert	Staff months	15.00		
	1.3 GIS/ Geodatabase Expert	Staff months	15.00		
	1.4 Bridge/ structural Engineer	Staff months	10.00		
	1.5 Bridge Inspector	Staff Months	10.00		
	1.6 Data Analytics Expert	Staff months	15.00		
	Sub-total 1				
	2. Non-Key Staff				
	2.1 Supervisors	Staff months	45		
	2.2 Raters	Staff months	420		
	2.3 GIS Technicians	Staff months	150		
	2.4 Office Assistant	Staff months	30		
	Sub-total 2				
	Sub-Total (A) Staff Remuneration c/f to Summary Price Proposal				

	4. TRANSPORT	Unit	Quantity	Rate Ksh.	Amount Ksh.
	4.1 Provide, fuel and maintain with driver 1No. brand new 4WD Station Wagon vehicle capacity odometer (0-10,000) of diesel Engine capacity between 2,800-3,000cc (1GD-FTV Engine) for the exclusive use by the Engineer inclusive of the first 4,000 Km per vehicle month	**Veh – month**	**15**		
	4.1 (a) Extra over 4.2 for mileage over 4,000 km	**Km**	**30,000**		
	4.2 Provide, fuel and maintain with driver 3No. brand new 4WD double cabin vehicle capacity odometer (0-10,000) of diesel Engine capacity between 2,800-3,000cc (1 GD-FTV Engine) for the exclusive use by the Engineer inclusive of the first 4,000 Km per vehicle month	**Veh-month**	**45**		

	4.2 (a) Extra over 4.3 for mileage over 4,000 km	**Km**	**90,000**		
	Sub-Total (B) Transport c/f to Summary Price Proposal				

5. MISCELLANEOUS

	Item	Unit	Quantity	Rate Ksh.	Amount Ksh.
	5.1. Field Survey costs (IRI, RICS equipment, Pavement Evaluation)	**lump sum**	**1.00**		
	5.2. Office cost	**Months**	**15.00**		
	5.3. Report and Maps Production	**lump sum**	**1.00**		
	5.4 Provision of security during field assignment as necessary	**lump sum**	**1.00**		
	Sub-Total (C) Miscellaneous Expenses ***c/f summary of Price Proposal***				

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 Procuring Entity. 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 #1-as in FIN-2]
	Key Expert							
K-1			(Home)					
			(Field)					
K-1			(Home)					
			(Field)					
	Non-Key Expert							
N-1			(Home)					
			(Field)					
				Total Costs				

FORM FIN-3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3B shall be used for Time-Based contracts only. If Lump sum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}

Consultant: ....Country:

Assignment: ....Date:

We hereby confirm that:

a) The basic fees indicated in the attached table are taken from the firm's pay roll 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) theaway-from-homeofficeallowancesindicatedbelowarethosethattheConsultanthasagreedtopayforthis 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

Name: ....

Title: ....

Date: ....

FORM FIN-3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

Personnel		1	2	3	4	5	6	7	8
Name	**Position**	**Basic Remuneration rate Per Working Month/Day/Year**	**Social Charges**	**Overhead**	**Subtotal 1**	**Profit**	**Away from Home Office Allowance**	**Proposed Fixed Rate Per Working Month/Day/Hour**	**Proposed Fixed Rate Per Working Month/Day/Hour**
Home Office									
Procuring Entity's County									

[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 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

1. Review of Remuneration Rates

1.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.

1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As 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 Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

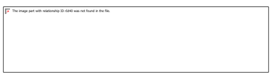
2. Rate details are discussed below:

(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 bylaw 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:

Leave cost as percentage of salary = 

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 Procuring Entity 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' over heads, 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 Procuring Entity 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 over heads 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.

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

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 Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

Item	Unit	Quantity	Rate Ksh.	Amount Ksh.
6.1 2No. Graduate Engineers for duration of assignment and 1 No. ICT	Provisional Sum	1.00	2,100,000.0	2,100,000.00
6.2Consultant's profits and overheads on item no. 6.1	%	2,100,000.0		
6.3Venue costs for stakeholder workshops	Provisional Sum	1.00	750,000.00	750,000.00
6.4 Consultant's profits and overheads on item no. 6.3	%	750,000.00		
Sub-Total (E) Reimbursable Expenses c/f summary of Price Proposal				

SECTION 5. TERMS OF REFERENCE FOR CONSULTANCY SERVICES TO UNDERTAKE A COUNTRYWIDE ROAD INVENTORY AND CONDITION SURVEY: NATIONAL TRUNK ROADS LOT 2 (EAST)

1.0 BACKGROUND INFORMATION

The transport sector is one of Kenya's most important pillars of economic development contributing 6% to the country's GDP. Road transport, the most predominant mode, accounts for over 90% of all freight and passenger traffic and plays a critical role in supporting the country's socio-economic development (Vision 2030).

Kenya's road assets are estimated at over kshs. 3.5 trillion, representing one of the largest public investments in the country. The physical composition of the assets includes 246,000kms of road network; 161,821km of which are classified roads, 34,000kms are unclassified (new) roads (greater than 9m road reserve) and 50,000 are narrow roads (below 9m reserve). The data is managed and maintained by Kenya Roads Board (KRB) in a geodatabase. Out of this network, KeNHA manages a network totaling 23,693 km of which class S is 365 km, Class A is 8,279 km and Class B= 15,049 km. A summary of Network is in *Annex A*.

Development of road physical infrastructure and their maintenance is capital intensive. There is, therefore, a need to entrench the road asset management in the country's development strategy. This requires accurate and reliable data.

The Road Inventory and Conditions Survey (RICS) is the process by which a country acquires data on road assets to enable them to make evidence-based decisions on how to invest in physical infrastructure. The data provides an insight into how the condition of assets gets affected by their financial decisions. It also provides a reference to measure performance and helps in aligning maintenance and capital plans with a strategic goals.

KeNHA intends to undertake a comprehensive, network-wide Annual Road Inventory and Condition Survey (ARICS) to optimize its asset management strategies. The primary objective of this assignment is threefold: first, to spatially map all newly constructed and upgraded roads to ensure an up-to-date national trunk road inventory; second, to evaluate and update the functional and structural condition profiles of the existing paved and unpaved road network and all major bridge structures; and third, to map and formally integrate all Non-Motorized Transport (NMT) facilities into the classified road network regime. These tasks will be the subject of Terms of Reference (TOR).

2.0 KENYA'S ROAD SECTOR INSTITUTIONAL FRAMEWORK

Kenya's road network is managed by the Ministry of Roads and Transport, Infrastructure. The Ministry's current institutional set-up is as summarized here below.

1. The Ministry of Roads and Transport Works:
    a. Responsible for policy formulation and co-ordination of the sub-sector and setting of standards. The Ministry also undertakes the following functions through the following institutions and departments:
    b. Registration of engineers (Engineers Board of Kenya),
    c. Road transport research and development (Materials Testing and Research Division),
    d. Training and capacity building (Kenya Institute of Highways and Building Technology) and,
    e. Provision of equipment to the road agencies and private sector on commercial basis (Mechanical and Transport Department).
2. **Roads Department**: Provides technical support services to the Road Authorities.
3. **Kenya Roads Board (KRB)**: Administers the Kenya Roads Board Fund which comprises of Road Maintenance Levy Fund (RMLF) and Transit Tolls. The administration includes approval of road maintenance work plans, disbursement of funds and carrying out of technical, financial and performance of audits on the application of KRBF.
4. **Kenya National Highways Authority (KeNHA)**: Management, development, rehabilitation and maintenance of national trunk roads of Classes S, A, B.

3.0 BACKGROUND TO ROADINVENTORY AND CONDITIONS STUDIES (RICS) IN KENYA

The Government of Kenya (GoK) through the Ministry in charge of roads undertakes Road Inventory and Condition Surveys (RICS) for the entire network periodically to update the RICS database that is managed by Kenya National Highways Authority (KeNHA).

The first RICS was undertaken between 2001 and 2004 with financing from World Bank. The study led to the establishment of a database for classified roads in a Geographical Information

System (GIS) for a network totaling 61,946km. However, the extent of the unclassified rural and urban roads remained unknown and was estimated to range from 80,000 to 130,00km.

In 2007 to 2009, KRB with financing from the Nordic development fund and World Bank undertook another RICS to map the unclassified roads. The survey mapped 98,940 km to bring the inventoried network to 160,886 km. All roads in the inventory were reclassified and numbered using a newly developed classification system. The network only covered roads with way-leave reserves of 9m width and above.

In 2016 to 2018, KRB with financing from the World Bank undertook another RICS to map the unclassified roads above 9m road reserve and the narrow roads of less than 9m road reserve in addition to updating the inventory of the classified network. The survey mapped 161, 821km of classified network, 34,000km of new roads above 9m and about 50,000kms of the narrow roads to bring the inventoried total network to 246,757 km.

The general outlook of the network as per the RICS 2018 data was a significantly improved network in quality and quantity. Roads in good condition increased from 44% to 56.9% between 2009 and 2018, clear evidence that the RMLF was working for the country.

Further, the 2018 study developed a Rural Access Index (RAI) for each county and a country average figure. RAI is a global indicator for measuring people's access to reliable transport in rural areas. It is a pointer to the socio-economic status of people in the rural areas, thus their ability to access markets, farm inputs etc. Kenya's average RAI improved to 70% from the 56% that had been recorded in 2009 in a World Bank Study.

KeNHA is expected to conduct Annual Road Condition Surveys to inform their maintenance priorities. However, standardized collection of data across road agencies remains a challenge, making it difficult to update. To continuously make sound investment decisions on the network against the limited funding, there is a need to acquire up to date and reliable road network data.

Currently, non-motorized transport (NMT) facilities are not mapped and NMT being the largest mode of travel in Kenya, there is need to map the existing facilities so that investment decisions on non-motorized transport can be data-based.

4.0 PROJECT OBJECTIVES

The overall objective of this study is to conduct a Road Inventory and Conditions Survey on the country's classified road network and its facilities aimed at getting data needed to make informed decisions about the network.

The specific objectives of the study under this package are to:

1) Re-establish and update the
   i. Spatial geodatabase inventory and physical condition profile of the classified national trunk road network under KeNHA jurisdiction,
   ii. Conduct detailed engineering condition assessments and update the inventory registries of all major Structures in Upper Eastern Region and North Eastern Region only, including but not limited to Bridges, Box Culverts, Tunnels and drifts
   iii. Conduct detailed engineering condition assessments and update the inventory registries of all newly constructed major structures in the other regions/corridors (from 2021-to date) on the network, including but not limited to Bridges, Box Culverts, Tunnels and drifts
   iv. Map out, geo-reference and develop a comprehensive inventory and functional condition database of all Non- Motorized Transport (NMT) facilities in the country
2) Assess the structural and functional performance of various pavement sections utilizing standardized metrics, including the international Roughness Index (IRI) and surface distress indices
3) Pavement evaluation for homogenous sections on the paved network of Zone- East
4) Develop a centralized, harmonized GIS- compactible Dataset seamlessly formatted for integration into the Kenya Roads Boards master database and pavement management systems for the road network under KeNHA Jurisdiction.

5.0 DESCRIPTION OF SERVICES

For this Road Inventory and Condition Survey (RICS), the national trunk road network managed by KeNHA will constitute one (1) zone. This zoning will facilitate a more organized and efficient data collection and analysis approach, ensuring comprehensive network coverage and alignment with KeNHA's strategic objectives.

For this assignment, the stipulated zone is constituted as follows:

- **Zone: East**
    - This zone encompasses the **Coast Region, Central Region, Lower Eastern Region, North Eastern Region, Upper Eastern Region, Corridor C** and **Corridor A** totaling **……7,413.35 Km……………**

Table 1**: Contracts and Packaging into Zones / Classified Road Lengths by Region &Corridors**

Region/ Corridor	Paved Network (km)	Unpaved Network (km)	Notes
Zone: East			
Coast Region	784.30	N/A	• Paved: 634 km good, 132.9 km fair, 17.4 km poor. • Unpaved: 81% good, 17% fair and 2% poor.
North Eastern Region	460.85	N/A	• Paved: 206.6 km good, 239.25 km fair, 15 km poor. • Unpaved: 45% good, 52% fair and 3% poor
Lower Eastern Region	709.40	N/A	• Paved: 625.6 km good, 57.6 km fair, 26.2 km poor. • Unpaved: 88% good, 8% fair and 4% poor.
Upper Eastern Region	238.00	2,121.30	• Paved: 195.6 km good, 40.2 km fair, 2.2 km poor. • Unpaved: 181.80 km good, 1,257 km fair, 682.50 km poor.
Corridor A	957.70	N/A	• Total Network: 1,001Kms

			• Paved: 815.1 km good, 130.6 km fair, 12 km poor.
Corridor C	1,151.50	N/A	• Total Network: 1,309.6 Kms • Paved: 930 km good, 194.7 km fair, 26.8 km poor.
Central Region	888.30	102.00	• Paved: 768.4 km good, 104.4 km fair, 15.5 km poor. • Unpaved: 88.20 km good, 11.60 km fair, 2.20 km poor.

Data Source: *The primary source for this data is the "KeNHA -ARICS REPORT FY 2023-24"*

5. 1 Tasks

This section outlines the specific tasks that the consultant will undertake to fulfill the objectives of the Road Inventory and Condition Survey (RICS). These tasks are designed to ensure that KeNHA obtains accurate and comprehensive data on its national trunk road network.

5.1.1 General Tasks

These are the principal tasks that will guide the entire RICS process. They are critical for ensuring that the project is well-managed and aligned with KeNHA's goals.

- Undertake assessment, identification and recommendation of suitable methods, data collection systems for complete, rapid, and efficient data capture of the national trunk road network and establish procedures for approval by KeNHA. This includes exploring innovative technologies and methodologies to enhance the quality, speed, and accuracy of data collection.
- Prioritize data collection activities through field visits and identify alternative data sources for mapping national trunk roads in GIS format in cases where field visits are

not feasible. This approach ensures that all areas of the network are covered, and that the project can adapt to logistical challenges.

- Review and familiarize with the RICS data dictionary and propose value-adding changes to enhance data quality and relevance for KeNHA. This ensures that the data collected is consistent, complete and meets the specific needs of the authority.
- Prepare and present progress reports at all steering committee meetings, record the proceedings, and prepare minutes. This guarantees transparency and accountability throughout the RICS process.
- Work closely at all stages with the relevant KeNHA personnel to ensure sustainability of the systems developed, including continuous updates of the RAMS. This helps with technology transfer, as well as building capacity within KeNHA.
- Develop and conduct a training program on field data collection, data processing, updating, and managing the RAMS geodatabase for relevant KeNHA staff, including engineers, ICT, and GIS officers. This is important to ensure the long-term sustainability of the RAMS under development.

5.1.2 Network Specific Tasks

These tasks focus on the specific activities required for data collection and analysis of the national trunk road network under KeNHA's management. These are geared towards achieving a detailed understanding of the road assets.

Task 1: Obtain, study, and recommend revisions to the current data collection methodology with a view to Standardize Data Collection forms and data capture systems for the Road Inventory and condition survey in Kenya

- Review existing methodologies used for road inventory and condition surveys in Kenya by gathering samples of current data collection forms and systems from relevant agencies or organizations.
- Conduct interviews or focus groups with field staff who use the current methods to identify challenges and opportunities for improvement.

- Research best practices in road data collection and condition assessment methodologies worldwide, benchmarking against successful road inventory standards (ISO 55000 and similar frameworks) and identify technologies and tools (GIS, automated sensors, mobile apps) used globally for data collection and recommend ones suitable for Kenya's context
- Analyze the strengths, weaknesses, opportunities, and threats (SWOT analysis) of the current data collection methodology, compare findings from Kenya's methodologies with international practices and Identify gaps and inefficiencies in forms, systems, and processes.
- Draft improved and standardized data collection forms that include essential fields for road inventory and condition assessment that can be adopted for the Kenyan conditions.

Task 2: Re-establish and update the spatial geodatabase inventory and physical condition profile of the classified national trunk road network under KeNHA's jurisdiction

- Collect and process inventory and conditions data of the classified national trunk road network, ensuring completeness and high accuracy **(+/-3)**. This involves detailed assessments of road surfaces, drainage, and other road infrastructure components, to be integrated into the RAMS.
- Collect and process roughness data (International Roughness Index) and pavement evaluation for the paved roads whose technique should be based on the Consultant's proposed methods. For the gravel roads, collect roughness data (IRI) for all roads in good and fair condition.
- Prepare a series of large-scale Regional Maps covering the entire KeNHA National Trunk Road network -Zone East. The Consultant shall distribute the maps to field staff at respective regional offices for validation and make any necessary amendments.
- Merge, clean, edit and update all zonal data into a seamless dataset and prepare a KeNHA R&BICS Database. This step is essential for ensuring data integrity and usability.

Task 3: Update the database for all newly constructed major structures along the national trunk road network in Upper Eastern Region and North Eastern Region only (Bridges, Box Culverts, Drifts, Tunnels, etc.) and public facilities.

- **Collect inventory and conditions of data for bridges and major structures** This step focuses on structural integrity and safety.
- **Identify the sources of secondary data on all public facilities** (schools, hospitals, places of worship, security establishments, weighbridges, bus stations) along the roads and update the public facilities database. This ensures a comprehensive view of the road network's impact on communities.

Task 4: Map out, geo-refence and develop an inventory and conditions database of non-motorized transport (NMT) facilities along the national trunk road network.

- **Map out, geo-refence and develop an inventory and conditions database of NMT facilities** (footbridges, cycle lanes, pedestrian walkways) along KeNHA's network- Zone East. This will support integration of NMT into KeNHA's planning and ensure connectivity of all transport modes.
- **Perform all tasks as in 5.1.2 (iii) –(vii)**, as it pertains to NMT.

Task 5: Assess the performance of road sections of KeNHA's Road Network- Zone East

- **Assess** and document the performance of various road sections in terms of their functionality, traffic volumes, standard of development, level of access management and network coverage, safety performance, physical condition, environmental impact, and any other notable technical issues. This includes evaluating how the road network contributes to safe, convenient, and efficient transport services.

Task 6: Develop a harmonized dataset for the entire national trunk road network in KeNHA

- **Develop a harmonized dataset** for the entire national trunk road network that is compatible with the KeNHA RAMS. This includes identifying unmapped links and integrating them into the dataset.

6.0 EXPERTISE REQUIRED

The Consultant shall propose a team of five (5) key personnel with overall documented experience in similar exercises. The five (5) key personnel are expected to put in a total of 71 staff months in the study. The man-month rates to include travel expenses.

6.1 Key Experts

i. **Team Leader:**

The Team leader shall be a BSc. Degree holder in Civil Engineering or related field with at least 15 years of general experience in highways engineering. He/she should have at least 5 years of specific experience as a team leader in transport sector studies. The Team Leader must be registered with the Engineers Board of Kenya as a Professional Engineer or its equivalent and a member of a relevant professional association.

He/she should have experience in research, road inventory and condition surveys in a developing country and should also be conversant with road condition ratings (roughness etc.) and pavement strength measurements (deflection etc.).

He/she will have overall responsibility for project delivery and will coordinate all activities between the Client and the consultant. He/she will be expected to set up procedures for the inventory and condition survey and will be required to set up the initial road inventory and condition survey programme. **Estimated total input: 6 staff months.**

ii. **RICS Expert**

The RICS expert should be a University Degree holder in Civil Engineering with at least 10 years of post-qualification experience in highways engineering. He/she should have at least 5 years' experience in transport sector studies The expert must be registered with the Engineers Board of Kenya or its equivalent and a member of a relevant professional association. The expert should have been involved in road inventory and condition surveys in a developing country.

He/she should be fully conversant with the state-of-the-art GIS/GPS technology and its use. The expert shall also be conversant with road condition ratings (roughness etc.) and pavement strength measurements (deflection etc).

The expert will be expected to assist the Team Leader in setting up procedures for the inventory and condition. He/she will be responsible for training the local personnel in carrying out road inventory and condition surveys. In addition, the expert will be expected to undertake performance assessment of all road sections in accordance with Task 5 of the terms of reference. **Estimated total input: 15 staff-months**

iii. GIS/ Geodatabase Expert:

The expert should be a University Degree holder in Geoinformatics/ Geoinformation Science or a relevant degree from a recognized institution with at least 10 years post qualification experience. The expert should be fully conversant with the latest GIS/GPS technology and its use. Experience in the use of proprietary and open-source GIS software, satellite imagery analysis, and interpretation will be required. He/she must be conversant with Data collection, editing, compilation, integration methods, coordinate systems, projections and transformations.

He/she will be responsible for data collection, processing, management, and integration of the KeNHA Database. He/she will further ensure proper documentation of the metadata and data backup. He will additionally be responsible for the merger, cleanup and editing of the zonal datasets into a seamless dataset for the entire road network in Kenya.

Estimated total input: 15 staff-months.

iv. Bridge/ Structural Engineer

The expert must demonstrate to having a university degree in Bsc. Civil Engineering with at least 10 years of post-registration experience in structural/ highway engineering. Must be registered with the Engineers Board of Kenya as Professional Engineer or its equivalent and a member of a relevant professional association. He/she should have at least 5 years of specific experience in Bridge Design and Maintenance. The expert should also be conversant in Structural Health Monitoring.

Estimated total input: 10 staff-months

v. Bridge inspector

The expert must possess a minimum of a Bachelor of Technology (B.Tech), or a Higher National Diploma in Civil or Structural Engineering from a university or institution officially accredited by a recognized body. Must have a minimum of 10 years of post-graduation experience and must be conversant with structural health monitoring (SHM) methodologies and techniques.

Estimated total input: 10 staff-months

vi. Data Analytics Expert

The expert must have a bachelor's degree from a recognized university in Data Science, Statistics, Computer Science, Geoinformatics, or a similar field. He/she must have worked for at least 5 years after graduating in areas like data analytics, statistical modeling, or managing databases, Finally, within the last 5 years, they must have spent at least 3 of those years working specifically as a Data Analyst or Pavement Data Specialist on at least three completed road inventory and condition surveys (ARICS/RICS) or major network-level road performance audits. Estimated total input: **15 staff-months**

6.2 Non-Key Experts

i. **Field Supervisor (3No.):** University Degree in Civil Engineering, Surveying or GIS with at least 8 years post qualification experience with 3 years specific experience in road sector projects. They should be a member of a relevant professional body.

The Supervisors shall provide technical assistance and coordination to the field raters and ensure quality of data collection process. He/she will also be responsible for collation and transmission of the raw field data to the GIS Expert. He/she will be a link between the field support team and the key staff.

ii. **Trained Raters:** At least Diploma in Civil Engineering, Surveying or GIS from a recognized institution. The trained Raters shall be assigned the duty of data collection and relaying the raw data to the Supervisors at the end of each day.

iii. **GIS Technicians**: At least Diploma in Geoinformatics/ Geoinformation Science or a related field from a recognized Institution with minimum 3 years' experience in use of proprietary and open-source GIS software, satellite imagery analysis and interpretation.

Working under the GIS Expert, the technicians will be responsible for data processing and management.

4. **Support Staff:** The Consultant shall provide appropriate support for teams and equipment necessary to undertake the assignment including office management. During surveys, the field crews may make use of local knowledge through discussions with local residents and the local road agency staff within the locality of the survey to identify the unmapped links.

7.0 DELIVERABLES

The outputs and reporting requirements expected in this consultancy are as described in section 7.1 and listed in the table below.

7.1 Knowledge Transfer

To ensure the sustainability of the KeNHA RICS Geodatabase, the Consultant shall work closely with relevant KeNHA personnel throughout the project. A one-week training program which shall be done for 4-5 Cohorts will be developed and conducted for engineers, ICT and GIS officers, surveyors and RAMS administrators. This program will focus on data collection, processing, management, and integration into the Road Asset Management System (RAMS)(under development).

The training will include hands-on sessions using actual KeNHA data, practical exercises on data input, analysis, and reporting, and a "train-the-trainer" component to build internal capacity for knowledge transfer. The Consultant shall provide training materials in both soft and hard copies for future reference.

Two Graduate Civil Engineers and 1 No. ICT Officer nominated by KeNHA will participate in a structured mentorship program to gain practical experience and enhance their skills. Additionally, the Consultant will offer post-training support to address technical questions and ensure smooth system adoption.

Logistical arrangements for training sessions, including venues and conference facilities, will be the Consultant's responsibility, while transport and accommodation costs for KeNHA staff will be borne by KeNHA. Workshops will foster capacity building, system ownership, and alignment with KeNHA's strategic goals of resilient road networks and improved operational efficiency.

ITEM	DESCRIPTION	SUBMISSION DEADLINE	COPIES
1	Inception Report:	T+1	2 hard+ 1 flash disk copy

	The report shall detail the conceptual view of the study as agreed with the client and include final methodologies to be adopted, mobilization status, data collection tools to be used, methods to be used to carry out Predictive Maintenance and a micro- level Work plan. The inception report shall cover all tasks		
2	Monthly progress reports with GIS Datasets (must mention running log of surveyed kilometers, County coverages, geo-spatial blockers and field challenges and mitigations, risk etc)	By 5th of Following month (every month)	2 hard + 1 flash disk Copy. Note: Must Secure Cloud Access via an Enterprise OneDrive or AWS S3 Bucket link alongside Physical CDs

3	Preliminary Report. The report should encompass the entire national road network under KeNHA (Zone East). The following outputs are expected: i. R&BICS Data report- Road and Bridge Inventory Condition Data, Report on all NMT (Non- Motorized Transport) that are under Zone-East and Structures in Upper Eastern & North Eastern Region ii. The report data must be accompanied by a GIS Dataset and include performance assessment of surveyed network Followed by a stakeholder's workshop to assess the adequacy and challenges of the consultancy.	T+ 6	2 hard + 1 flash disk Copy
4	Stakeholders Workshop Report. The report shall cover the proceedings of the workshop organized to sensitize KeNHA Staff	T+ 7	2 hard+ 1 flash disk Copy
5	Draft Final Road Inventory and Condition Report. This report will be accompanied by a GIS Dataset and stand-alone reports of; i. IRI Report, ii. Network Inventory Summary Report iii. GIS Datasets & Spatial Report- iv. Pavement evaluation report. The report to be clear on the residual life of the pavements and maintenance	T+10	2 hard + 1 flash disk Copy

	interventions to be administered among others. v. NMT condition report and Database *Must have incorporated the comments raised by the client during preliminary report*		
6	Validation Report. This report shall detail the process of data validation by the regional and corridor road agency staff and include signed validation forms, formally signed compliance clearance logs from KeNHA regional and corridor representatives.	T+12	2 hard + 1 flash disk Copy
7	Final Road and Bridge Inventory and Conditions Survey Report. Finalized National Trunk Road condition matrices integrated with fully verified zonal GIS packages.	T+13	2 hard + flash drive Copy
8	Final KeNHA R&BICS Database. This will include a unified central ledger generated via the automated merging, cleaning, and structural editing of all zonal datasets.	T+14	2 Hard + 1 flash drive Copy
9	Final KeNHA Countrywide Road and Bridge Inventory and Condition master organizational knowledge asset incorporating all final client, ministry and board revisions *This report shall incorporate the Client's comments.*	T+15	2 hard +1 flash drive Copy

Legend: **T** is the **commencement date of the Study**. The numerals refer to months

8.0 CONDUCT OF SERVICES

The Consultants will be based in Kenya, and will manage the Services from their offices whose location must be clearly stated in the bid documents

The Client will establish a Project Implementation Committee (PIT) and the Contract Implementation Team to provide general guidance and oversee the consultancy services. Membership of the Committees will be drawn from relevant departments. The study will commence with a briefing from the PIT with which the Consultant will work closely. The Committee Meetings shall be held quarterly.

The Duration of the assignment shall be **15 Months.**

The consultancy involves extensive field work. The consultant shall provide and maintain all the necessary equipment and project vehicles and include these costs in his proposals. In addition, the consultant shall provide and maintain 4No. Brand new vehicles as guided in Form FIN-3A, for exclusive use of Client's Project Management team and the vehicles shall revert to the Consultant at the expiry of the contract. The vehicles' specification are as outlined below:

1. 1 No. Brand new 4WD Station Wagon. The specifications are:

i. 2.8L Turbo Diesel (1GD-FTV)
   a. Power: 177 hp @ 3,400 rpm
   b. Torque: 450 Nm @ 1,600–2,400 rpm
   c. 6-Speed Automatic (newer facelift models)
   d. Drive System:
   e. Full-time 4WD
   f. Low Range Transfer Case
   g. Center & Rear Differential Lock
   h. Fuel Tank Capacity:

ii. 87 Litres (standard)
   i. 7 Seats

iii. Safety Features
   a. 7–9 Airbags
   b. ABS
   c. Electronic Brakeforce Distribution (EBD)

d. Brake Assist
e. Vehicle Stability Control (VSC)
f. Traction Control
g. Hill Start Assist
h. Downhill Assist Control
i. Lane Departure Warning (latest trims)
j. Blind Spot Monitor
k. Adaptive Cruise Control
l. Pre-Collision Warning
m. Electric seats
n. 360 Camera

2. For 3 No. 4WD double cabin

a. Engine: 2.8L Turbo Diesel (1GD-FTV)
b. Power: 150–204 hp
c. Torque: 400–500 Nm
d. Transmission: 6-Speed Automatic / Manual
e. Drive: 4WD
f. Fuel Tank: 80 Litres

iv. Safety

a. 7 Airbags
b. ABS + EBD
c. Vehicle Stability Control
d. Hill Assist
e. Traction Control

v. Off-road

a. Rear Differential Lock
b. Low Range Transfer
c. Downhill Assist

Security for areas with Insecurity- To include in rates

The Consultant shall be responsible for all the logistical arrangements of the meetings with field staff from KeNHA, including meeting the costs.

8.1 Services to be provided by the Client

The Client will provide a letter of introduction to other Government Departments to enable the Consultant to have access to relevant documentation and assistance related to the assignment. It is however expected that the Consultant shall make their arrangements to carry out the Services once the initial introduction has been made.

The Client will provide PDF copies of road maps and related GIS datasets as shall be required by the Consultant to enable the successful carrying out of the assignment.

The Client shall appoint a Project Manager to provide day-to-day liaison and facilitation services.

8.2 Ownership of Data and Third-Party Usage

All the computer software, maps, data and information developed, collected or obtained from the Client during this exercise shall belong to the Client. No use shall be made without prior written authorization from the Client.

At the end of the Services, the Consultant shall relinquish all data, maps, software and information (including the database, codes and related documentation) to the Client and shall make no use of them in any other study without prior written authority from the Client.

9.0 ANNEXES

Annex A: Summary of Kenya's Classified and Unclassified Road network

ROAD CLASS	**2018**		
	Paved	Unpaved	Grand Total
Classified			
A	4,696.66	3,109.22	7,805.88
Au	177.68	2.73	180.41
B	3,638.14	6,868.60	10,506.75

Bu	728.13	1,292.43	2,020.56
C	3,446.85	15,902.20	19,349.05
Cu	53.58	86.12	139.69
Total National Trunk Roads	12,741.04	27,261.30	40,002.34
D-G (County Roads)	4,243.42	117,575.74	121,819.15
Total Classified Roads	16,986.45	144,837.03	161,821.48
NEW	468.64	34,185.06	34,653.70
NARROW ROADS	198.98	50,083.09	50,282.07
Total Unclassified	667.62	84,268.16	84,935.77
Grand Total	17,652.07	229,105.19	246,757.26

Source: KRB RICS Database

The Road Register 2024- Length per Class

Road Category	**Road Agency**	**Road Class**	**Road Length (Km)**
NTR	KeNHA	S	365
		A	8,279
		B	15,034
	KeNHA Total		**23,393**

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

PREFACE

1. This Section of standard contract forms for: A Lump-Sum Contract and includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity s paramount.
3. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design, Lump- Sum is used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract Consulting Services for:

Contract No.:____

Contract Description:____

Between

____*[Name of the Procuring Entity]*

And

____*[Name of the Consultant]*

Date:

FORM OF CONTRACT - LUMP-SUM

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

This CONTRACT (herein after called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (herein after called the "Consultant").

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "… (hereinafter called the "Procuring Entity") 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 Procuring Entity for all the Consultant's obligations under this Contract, namely, *[name of member]*and *[name of member]* (herein after called the "Consultant").]

WHEREAS

a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");

b) the Consultant, having represented to the Procuring Entity 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 Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

   a) The General Conditions of Contract;

   b) The Special Conditions of Contract;

   c) Appendices:

      - Appendix A: Terms of Reference
      - Appendix B: Key Experts
      - Appendix C: Breakdown of Contract Price
      - Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be

asset for thin the Contract, in particular:

a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and

b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity] [Authorized Representative of the Procuring Entity–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]*

*[**Note:** 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]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

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

b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

c) "Consultant" means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.

d) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph1of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

e) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the selected Consultant.

f) "Day" means a working day unless indicated otherwise.

g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

h) "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.

i) "Foreign Currency" means any currency other than the currency of Kenya.

j) "GCC" mean these General Conditions of Contract.

k) "Government" means the government of Kenya.

l) "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 Procuring Entity for the performance of the Contract.

m) "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.

n) "Local Currency" means the Kenya Shillings, the currency of Kenya.

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

p) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.

q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

s) “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.

(t) “Third Party “means any person or entity other than the Government, the Procuring Entity, 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 Procuring Entity 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 Laws of Kenya.

4. **Language**

4.1 This Contract has been executed in the English language, 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 English Language. 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 here under 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 Kenya or elsewhere, as the Procuring Entity may approve.

8. Authority of Member in Charge

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

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 Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

10.2 **Commissions and Fees**-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents 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 by the Procuring Entity and/or sanctions by the PPRA.

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 Procuring Entity'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 there to.

13. Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins 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 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 his 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 over come in the carrying out of its obligations here under.

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

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far 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.

a) 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.

b) 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 Procuring Entity, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or

d) 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 or additional costs reasonably and necessarily incurred.

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

18. Suspension

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under 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 Procuring Entity

19.1.1 The Procuring Entity 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 Procuring Entity 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 here under, 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 in to liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e If the Procuring Entity, 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 Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

c) 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.

d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

e) If the Procuring Entity 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 Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.3 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 here under 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 in section, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.4 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 Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27or GCC 28.

e. Payment up on Termination

19.1.5 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

a) Payment or 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. OBLIGATION S OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity'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 Procuring Entity. 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 Consultants shall comply with the import of goods and services prohibitions in Kenya when

a As a matter of law or official regulations, Kenya 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, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3,the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, 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 Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

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 Procuring Entity, 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 Procuring Entity, 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 because of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set for thin the SCC, the Consultant's liability under this Contract shall be as determined under 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 Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity 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 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the

PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC 10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Procuring Entity 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 Procuring Entity 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 Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, 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 Procuring Entity.

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

30. Replacement of Key Experts

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

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

31. Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

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

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

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

E. OBLIGATIONS OF THE PROCURING ENTITY

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Procuring Entity 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 Kenya 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 Kenya according to the applicable law in Kenya.

32.2 Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya 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.

32.3 Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Procuring Entity 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 Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya 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

35. Services, Facilities and Property of the Procuring Entity

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

36. Counterpart Personnel

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

36.2 Professional and support counterpart personnel, excluding Procuring Entity'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 as signed 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 Procuring Entity shall not unreasonably refuse to act upon such request.

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40. Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.1.1 The payments under this Contract shall be made in monthly remuneration. The price payable is set forth in the payments will be made according to the payment schedule stated in the SCC.

40.1.2 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity 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 Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.1.3 *The Lump-Sum Installment Payments.* The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.1.4 *The Final Payment:* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, 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 there after the fore going process shall be repeated.

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

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

41. Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond one hundred and eighty days (180) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

42. Good Faith

42.1 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

43. Amicable Settlement

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

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

44. Dispute Resolution

44.1.1 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.

SECTION 8: 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 Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are: For the Client:- The Director General, Kenya National Highways Authority Barabara Plaza, Block A & C, J Jomo Kenyatta International Airport (JKIA), Off Airport South Road, P.O. Box 49712 - 00100 , **Nairobi.** Tel: +254 700423606, 0204954000 E- Mail: dg@kenha.co.ke For the for the Consultants;- Consultant Physical address P. O. Box______________Code Town Tel; Fax ; Email: To be valid, all e-mails and fax messages must be followed by a signed written confirmation.

9.1	The Authorized Representatives are: For the Client***: The Director General;, Kenya National Highways Authority*** For the Consultants:
11.1	The Effectiveness Conditions are the following: The date on which this Contract shall come into effect is the date on which both parties sign the Contract.
13.1	Commencement of services:
	The date for the commencement of Services is fourteen (14) days from the date of issuance of the order to commence.
14.1	Expiration of the contract: The time period shall be **fifteen months (15)**
22.1	Confidentiality: i) Any information obtained by the consultant shall remain strictly confidential during the contract period and two years after the expiry of the Contract. ii) All documents prepared by the Consultant shall become the property of the Client and shall not be used without the Client's approval Consultants shall bring to the attention of their staff involved in this project; the terms and conditions of this contract with regard to the confidentiality clauses.
24.1	The risks and coverage shall be: (i) Motor vehicle : **<u>Comprehensive</u>** (ii) Professional liability: **<u>Up to the value of the professional fees chargeable under the Contract.</u>** **(iii)** Loss or damage to equipment and property: **<u>Up to the value of the equipment being utilized in the assignment.</u>**

27.2	"The consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the client. The client may use the documents without reference to the consultant.
38.1	The Contract Price is: Kenya Shillings……………… *[insert amount in words]* (KShs. ………..[*insert Amount in figures*]) inclusive of 16% VAT which amounts to KShs.*[insert the amount in figures]*. Kshs ………..[*insert Amount in figures*]) represents total lump sum excluding Kshs ………..[*insert Amount in figures*] , Kshs[*insert* *Amount in figures*] and Kshs[*insert Amount in figures*] which are for purchase of project management vehicles, contingency sum and provisional sums respectively
41.2	The payment schedule is: i) 5 percent (5%) of the lumpsum shall be paid upon submission and approval of the Inception Report. ii) 20 percent (20%) of the lumpsum shall be paid upon submission and approval of the Draft RICS Report iii) 45 percent (45%) of the lump sum shall be paid upon submission and approval of the Draft Final RICS Report including validation report for the zone and Stakeholder Workshop Report. iv) 20 percent (20%) of the lumpsum shall be paid upon submission and approval of the KeNHA RICS Database. v) 10 percent (10%) of the lump sum shall be paid upon submission and approval of the Final RICS Report

40.1.2	The following shall apply to the advance payment and the advance payment guarantee: i) Twenty percent (20%) of the Contract Price shall be paid as advance payment not later than 180 days after issuance of the order to commence against the submission of a bank guarantee for the same amount. The advance payment shall be amortized in instalments of 25%, 50% and 25% of the advance payment in the 2^{nd} to 4^{th} lump sum payments respectively. – (**NOT APPLICABLE)**
44.1.2	Dispute Resolution: Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties in accordance with Kenya Arbitration Act 1995. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on request of the applying party.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant' steam; specific tasks that require prior approval by the Procuring Entity.

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

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Procuring Entity shall be added to the Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as Engineer", for which action, pursuant to such civil works contract, the written approval of the Procuring Entity is required.

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.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from Kenya; entitlement, if any, to leave pay; public holidays in Kenya that may affect Consultant's work; etc. Make sure there is consistencywithFormTECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. **Monthly rates for the Experts:**

   [Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] 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] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

   "The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. 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 Procuring Entity prior to the Contract's negotiations.

Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially in complete or in accurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially in complete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification,(i) the Procuring Entity shall been titled 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 Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment with in thirty (30)days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract."

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:

Expert		1	2	3	4	5	6	7	8
Name	**Position**	**Basic Remuneration Rate Per Working Month/Day/ Year**	**Social Charges**	**Overhead**	**Subtotal**	**Profit**	**Away from Home Office Allowance**	**Agreed fixed Rate per Working Month/Day/Hour**	**Agreed fixed Rate per Working Month/Day/Hour**
Home Office									
Work In Kenya									

Expressed as percentage of 1

1 expressed as percentage of 4

If more than one currency, add a table

Signature: ………………………………………………………………………… Date: …………………………………………………..

Name & Title: ………………………………………………………………………………………………………..……………….

Notification of intention to Award and Beneficial Ownership Form

Appendix D – Reimbursable Expenses Cost Estimates

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.]
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

Notification of intention to Award and Beneficial Ownership Form

Appendix E – Form of Advance Payments Guarantee

[*Note:* See Clause GCC 41.2 and SCC41.2] Bank Guarantee for Advance Payment: **……………………………………** *[Bank's Name and Address of Issuing Branch or Office]*

Beneficiary: **……………………………………..** *[Name and Address of Procuring Entity]*

Date: **…………………………………….**

ADVANCE PAYMENT GUARANTEE No**………………………………………..…………**

We have been informed that …………………………………………….. *[Name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (herein after called" the Consultant") has entered into Contract No**……………………………………..***[Reference number of the contract] dated* **………………………………** with you, 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**…………………………** *[Amount in figures]* (**…………………………………………**) *[Amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we**………………………………………………** *[Name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **…………………………………………..** *[Amount in figures]* (**…………………………………………**) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

Itisaconditionforanyclaimandpaymentunderthisguaranteetobemadethattheadvancepaymentreferredto 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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of ……../………../……….whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office o n or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, 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.*

[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 Procuring Entity.

[2]Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity 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 procuring Entity 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 Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity:____________________________________*[insert the name of the Entity]*

Contract title:______________________________________*[insert the name of the contract]*

RFP No:____*[insert RF Preference number]*

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.

The successful Consultant

Name	*(Insert Name)*
Address:	*(Insert address of the successful consultant)*
Contract Price	*(Insert contract price of the successful consultant)*

(i) 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 readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	**Overall technical score**	**Financial Proposal Price**	**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*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: ………etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]
[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: ……..etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]
[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: ……etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]

		Total score: [*insert score*]			
[*insert name*]	…..	….	….	….	…..

(ii) Reason/s why your Proposal was unsuccessful *[Delete if the combined score already reveals the reason].*

[INSTRUCTIONS: State the reasons 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.]

(iii) 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 five (5) 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 Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 5 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 fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) 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 Procuring Entity*]

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. In summary, there are four essential requirements: 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. The complaint can only challenge the decision to award the contract. You must submit the complaint within the deadline stated above. You must include, in your complaint, all of the information required by the Procuring Entity.
(v) Standstill Period DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet 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 Procuring Entity*]:

Signature: **..**

Name: **...**

Title/position: **..**

Telephone: **...**

Email: **..**

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……..

BETWEEN

…………………………...………………………………. APPLICANT

AND

…………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity of ……………dated the…day of ………….20……….in the matter of Tender No………..…of …………20…. for ....(Tender description).

REQUEST FOR REVIEW

I/We……………………………, the above-named Applicant(s), of address: Physical address……………. P. O. Box No…………. Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED ………………. (Applicant) Dated on……………. day of ……………/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on…………day of ………....20….………

SIGNED

Board Secretary

3. NOTIFICATION OF AWARD

*[Use letterhead paper of the Procuring Entity] [Date]*______To: ________ *[name and address of the winning Consultant]* Subject: *Notification of Award Contract No.*...................

This is to notify you that your Proposal dated______________*[insert date]* for consulting services for *[name of the assignment] as* negotiated with you on_________________for the contract amount of___________________________________*[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature:______________________________

Name and Title of Signatory:________________________

Name of Agency:__________________________________

Attachment: *Draft Negotiated Contract*

4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETEDTHE 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 in directly 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 Procuring Entity]*

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 here by 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 rights to appoint a majority of the board of the directors or an equivalent governing body of the consultant (Yes/ No)**
[Include full name (last, middle, first), Nationality, Country of residence]			

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 holding25% 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]