LAKE VICTORIA BASIN DEVELOPMENT PROJECT (LVBDP)

GRANT No.: IDA E5920

CONSULTANCY SERVICES FOR UPDATING OF THE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) AND THE RESETTLEMENT ACTION PLAN (RAP) FOR THE LAKE VICTORIA BASIN DEVELOPMENT PROJECT (LVBDP): MATAYOS – PORT VICTORIA – NYAMONYE – ASEMBO BAY – OTONGLO ROAD, AND AWASI - KATITO (APPROX. 365KM)

RFP No: KENHA/2992/2026

REQUEST FOR PROPOSALS (RFP)

JULY 2026

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

SELECTION OF CONSULTANTS

Request for Proposals
Consulting Services

Procurement of:

Consultancy Services for Updating of the Environmental and Social Impact Assessment (ESIA) and The Resettlement Action Plan (RAP) for The Lake Victoria Basin Development Project (LVBDP): Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road (Approx. 365 Km).

RFP No:	**KENHA/2992/2026**
Consulting Services for:	Consultancy Services for Updating of the Environmental and Social Impact Assessment (ESIA) and The Resettlement Action Plan (RAP) for The Lake Victoria Basin Development Project (LVBDP): Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road (Approx. 365 Km)
Client:	Kenya National Highways Authority
Country:	Kenya
Issued on:	**22nd July 2026**

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: ***Consultancy Services for Updating of the Environmental and Social Impact Assessment (ESIA) and The Resettlement Action Plan (RAP) for The Lake Victoria Basin Development Project (LVBDP): Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road (Approx. 365 Km)***

RFP Reference No.: *KENHA/2992/2026*

Grant No: IDA E5920

Country: Kenya

Date: 22^{nd} July 2026

TO:

M/s. E-Cue Associates Limited
Karen Connections, Office Number 10 & 11
P.O. Box 28976-00100, Nairobi – Kenya
Tel: +254 722997709
Email: tomenda@yahoo.com**,** info@e-cueassociates.com

Dear Mr. /Ms.:

1. The *Government of Kenya* (the "Recipient") has been allocated grant funds (the "Grant") from the *World Bank* which are administered by the International Development Association (IDA) (the "Bank") and executed by the *Kenya National Highway Authority* ("the Client"). The *Kenya National Highway Authority* intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *Government of Kenya* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the *Government of Kenya* shall derive any rights from the grant agreement or have any claims to the proceeds of the grant. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): ***Consultancy Services for Updating of the Environmental and Social Impact Assessment (ESIA) and The Resettlement Action Plan (RAP) for The Lake Victoria Basin Development Project (LVBDP): Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road (Approx. 365 Km).*** More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following highest-ranked Consultant:

Details of the Bidders	Country of Origin (Lead)	Details of the Associate Consultant	Nature of Association	Country of Origin (Associate)
M/s. E-Cue Associates Limited Karen Connections, Office Number 10 & 11 P.O Box 28976-00100, Nairobi – Kenya Tel: +254 722997709 Email: tomenda@yahoo.com, info@e-cueassociates.com	Kenya	N/A	N/A	N/A

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

5. A firm will be selected under Consultants Qualification Selection Method procedures and in a Simplified Technical Proposal (STP)] format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" First Published July 2016 and Revised in September, 2025 (7th Edition) ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

   The RFP includes the following documents:

   Section 1 – Request for Proposals Letter

   Section 2 - Instructions to Consultants and Data Sheet

   Section 4 - Financial Proposal - Standard Forms

   Section 5 – Eligible Countries

   Section 6 – Fraud and Corruption

   Section 7 - Terms of Reference

   Section 8 - Standard Forms of Contract (Lump-Sum)

6. Please inform us by ***24th July 2026*** *in* writing at ***Kenya National Highways Authority, P.O. Box 49712-00100 Nairobi,*** or by E-mail ***procurement@kenha.co.ke*** *and* ***directordevelopment@kenha.co.ke***

(a) that you have received this Request for Proposals;

(b) whether you have the capacity and availability to undertake similar assignments concurrently; and

(c) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

8. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Deputy Director, Supply Chain Management
For: DIRECTOR GENERAL

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

1. Definitions

(a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(d) **“Borrower”** means the Government, Government agency or other entity that signs the *grant* agreement with the Bank.

(e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.

(f) “**Client’s Personnel”** is as defined in Clause GCC 1.1 (e).

(g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(h) **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

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

(j) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”.** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

(k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(l) **“Government”** means the government of the Client’s country.

(m) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;

(n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.

(p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals.

(q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.

(s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.

(t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.

(u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

(v) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.

(w) **"SPD - RFP"** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(x) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(y) **"Terms of Reference (TORs)"** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

a. Conflicting Activities

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

b. Conflicting Assignments

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

c. Conflicting Relationships

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

4. Unfair Competitive Advantage

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

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

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

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

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

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

a. Sanctions

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

b. Prohibitions

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

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

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

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

10. Documents Comprising the Proposal

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

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

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

11. Only One Proposal

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

12. Proposal Validity

12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

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

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Proposal Validity

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

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

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

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

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

Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

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

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

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

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not

Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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

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

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

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

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

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

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

23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(iv) notify them of the date, time and location of the public opening of the Financial Proposals.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

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

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

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

24. Correction of Errors

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

a. Time-Based Contracts

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

b. Lump-Sum Contracts

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

25. Taxes

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

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

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

b. Fixed-Budget Selection (FBS)

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

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

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

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

c. Financial Negotiations

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

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

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

29. Conclusion of Negotiations

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

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

31. Notification of Intention to Award

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

(a) the name and address of the Consultant with whom the client successfully negotiated a contract;

(b) the contract price of the successful Proposal;

(c) the names of all Consultants included in the short list, indicating those that submitted Proposals;

(d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;

(e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

(f) the final combined scores and the final ranking of the Consultants;

(g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

(h) the expiry date of the Standstill Period; and

(i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

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

(a) name and address of the Client;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;

(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;

(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Consultant's Beneficial Ownership Disclosure Form.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

35. Procurement Related Complaint

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

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
2.1	**Name of the Client:** Kenya National Highways Authority **Method of selection**: Consultant's Qualification Selection (CQS) as per the Procurement Regulations (available on www.worldbank.org)
2.2	**Financial Proposal to be submitted together with Technical Proposal**: **YES** **The name of the assignment is**: Consultancy Services for Updating of the Environmental and Social Impact Assessment (ESIA) and The Resettlement Action Plan (RAP) for The Lake Victoria Basin Development Project (LVBDP): Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road (Approx. 365 Km).
2.3	**A pre-proposal conference will be held**: **NO**
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: N/A
4.1	N/A
6.3.1	**A list of debarred firms and individuals is available at the Bank's external website**: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the **English** language. Proposals shall be submitted in **English** language.

	All correspondence exchange shall be in **English** language.
10.1	**The Proposal shall comprise the following**: **<u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u>** **1st Inner Envelope with the Technical Proposal:** Power of Attorney to sign the Proposal TECH-1 TECH-2 TECH-4 TECH-5 TECH-6 TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. AND **2nd Inner Envelope with the Financial Proposal:** (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Reimbursable expenses (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	**Statement of Undertaking is required** **YES**
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** **NO**
12.1	**Proposals shall be valid** for 120 calendar days after Proposal Submission deadline (i.e 3rd December 2026)

13.1	Clarifications may be requested no later than **7 days** prior to the submission deadline. The contact information for requesting clarifications is: Director, Highway Design & Survey, **E-mail monica.abonyo@kenha.co.ke and procurement@kenha.co.ke**
14.1.1	**Shortlisted Consultants may associate with** **(a) non-shortlisted consultant(s): YES** **Or** **(b) other shortlisted Consultants: NO**
14.1.2	Estimated input of Key Experts' time-input: 48 **person-months.**
15.2	The format of the Technical Proposal to be submitted is: **STP** Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	**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;*

No.	Proposed Expert	Number of professional person–months
1.	Team Leader/Lead Environmental & Social Safeguards Specialist	6
2.	Senior Environmental Safeguards Specialist	6
3.	Senior Social Development Specialist	6
4.	RAP Specialist/Resettlement Expert	6
5.	Registered Land Valuer	4
6.	Surveyor/GIS Specialist	4
7.	Occupational Safety & Health Specialist	4
8.	Livelihood Restoration Specialist	4
9.	Gender/GBV and SEA/SH Specialist	4
10.	Ecologist/Biodiversity Specialist	4
Sub Total		**48**

	(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) *communications 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 Client;* (7) *Facilitation and payment of training allowances to Clients trainees' staff deployed for on-site training, CPD training and site visits of Employer's staff. (A fixed Sum of KES 1,500,000. Allowed, to be spent in whole or part as approved by the Employer)* (8) *other allowances where applicable*
16.2	**A price adjustment provision applies to remuneration rates:** **NO**
16.3	**The Client has obtained an exemption for the Consultant from payment of VAT in the Client's country as per** the VAT Act in Kenya and the East African Community Customs Management Act. Hence, goods and services supplied for exclusive use in the implementation of the project shall be exempted from VAT.
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 the Client's country currency (local currency): YES**
C. Submission, Opening and Evaluation	
17.1	**The Consultants SHALL NOT have the option of submitting their Proposals electronically.**
17.4	**The Consultant must submit:** (a) **Technical Proposal:** one (1) original and one (1) copy and softcopy (PDF) in one (1) Flash Disk;

	(b) **Financial Proposal:** one (1) original.
17.7 and 17.9	**The Proposals must be submitted no later than:** **Date: 5th August 2026** **Time:** 1100Hrs Local Time **The Proposal submission address is:** Deputy Director, Supply Chain Management Kenya National Highways Authority Barabara Plaza, Block C, 2nd Floor, North Wing, Tender Box, Jomo Kenyatta International Airport (JKIA) off Airport South Road, along Mazao Road, Nairobi
19.1	**An online option of the opening of the Technical Proposals is offered: NO** **The opening shall take place at:** Same as the Proposal submission address **Date**: Same as the submission deadline indicated in 17.7. **Time:** 1100Hrs Local Time
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals:** N/A
21.1 [for STP]	Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are: Points **(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:** i.) Technical approach and methodology 15 ii.) Work plan 6 iii.) Organization and staffing 6 iv.) Understanding & comments on TOR 3 *[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]*

	Total points for criterion (i): *[30]* **(ii) Key Experts' qualifications and competence for the Assignment:** *{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}* a) Position K-1: Team Leader/ Lead Environmental & Social Safeguards 10 b) Position K-2: Senior Environmental Safeguards Specialist 8 c) Position K-3: Senior Social Development Specialist 8 d) Position K-4: RAP Specialist/Resettlement Expert 8 e) Position K-5: Registered Land Valuer 6 f) Position K-6: Surveyor/GIS Specialist 6 g) Position K-7 Occupational Safety & Health Specialist 6 h) PositionK-8 Livelihood Restoration Specialist 6 i) PositionK-9 Gender/GBV and SEA/SH Specialist 6 j) PositionK-10: Ecologist/Biodiversity Specialist 6 Total points for criterion (ii): *[70]* **Total points for the two criteria: 100** **The minimum technical score (St) required to pass is: 80**
	Public Opening of Financial Proposals
22.4 & 23.3	**The opening date of the Financial Proposal:** Five (5) business working days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
23.4	**An online option of the opening of the Financial Proposals is offered:** No
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact **The Deputy Director, Supply Chain Management, Email: *procurement@kenha.co.ke,*** and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.

25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is**: Kenya Shillings (KES) **The official source of the selling (exchange) rate is**: Central Bank of Kenya **The date of the exchange rate is:** 14 Days prior to the deadline for submission of proposal
27.1 **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = **_______ 80%,** and **P = _______20%** Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
28.1	**Expected date and address for contract negotiations:** **Date**: To be communicated **Address:** 4th Floor Boardroom, Block A, Barabara Plaza, Jomo Kenyatta International Airport (JKIA) off Airport South Road, along Mazao Road, Nairobi

34.2	**Expected date for the commencement of the Services:** **Date** To be communicated
35.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: ***Eng. Luka Kimeli*** **Title/position**: ***Director General*** **Client**: ***Kenya National Highways Authority*** **Email address***: **dg@kenha.co.ke*** A copy of the complaint can be sent for the Bank's information and monitoring to: **pprocurementcomplaints@worldbank.org** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and **3.** the Client'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.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	*Page Limit*
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓	✓	TECH-2	Consultant's Organization and Experience.	
✓	✓	TECH-2A	A. Consultant's Organization	
✓	✓	TECH-2B	B. Consultant's Experience	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We *[where JV, insert:* “including any of our JV members”*]*, and any of our sub-consultants:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(g) [Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]*

(h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

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

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

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

We remain,

Yours sincerely,

____

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

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

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

Form TECH-2 (for Full and simplified Technical Proposals)

Consultant's Organization and Experience

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last *[.....]* years.

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

Duration	**Assignment name/& brief description of main deliverables/outputs**	**Name of Client & Country of Assignment**	**Approx. Contract value (in US$ equivalent)/ Amount paid to your firm**	**Role on the Assignment**
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of..............”: designed master plan for rationalization of ....; }	{e.g., Ministry of ......, country}	{e.g., US$1 mill/US$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..............}	{e.g., municipality of........., country}	{e.g., US$0.2 mil/US$0.2 mil}	{e.g., sole Consultant}

Form TECH-3 (for Full Technical Proposal)

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

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

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

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

a) ***Technical Approach, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

____

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

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

Membership in Professional Associations and Publications:

____

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

____

Adequacy for the Assignment:

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

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

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

{day/month/year}

Name of Expert Signature Date

{day/month/year}

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

FORM TECH-7 (FOR FTP AND STP)

CODE OF CONDUCT FOR EXPERTS FORM

Note to the Client:

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

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

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

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

CODE OF CONDUCT FOR EXPERTS

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

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

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

REQUIRED CONDUCT

Experts shall:

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

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

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

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

Name of Expert: [insert name]

Signature: ____

Date: (day month year): ____

Countersignature of authorized representative of the Consultant:

Signature: ____

Date: (day month year): ____

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

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

Consultant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subconsultant's Name: *[insert full name]*
RFP No. and title: *[insert RFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

FORM FIN-2 SUMMARY OF COSTS

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

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration ____________

No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate**	**Time Input in Person/Month** (from TECH-6)	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
	Key Experts							
K-1			*[Home]*					
			[Field]					
K-2								
	Non-Key Experts							
N-1			*[Home]*					
N-2			*[Field]*					
				Total Costs				

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**

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

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

____

[Name of Consultant]

______________________________________ ______________________

Signature of Authorized Representative Date

Name: ________________________________

Title: _________________________________

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

(Expressed in {insert name of currency*})

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

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses______________________________

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

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

Section 5. Eligible Countries

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

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

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

Section 6. Fraud and Corruption

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

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

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

2.2 To this end, the Bank:

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

   i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

   ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

   iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

   v. "obstructive practice" is:

      (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

      (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers),, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

1. BACKGROUND

1.1 Introduction

The Government of the Republic of Kenya (GoK), through the Kenya National Highways Authority (KeNHA), is preparing the Lake Victoria Basin Development Project (LVBDP) with financial support from the International Development Association (IDA) of the World Bank Group. The Project is conceived as a transformative regional development initiative aimed at improving transport connectivity, facilitating trade and economic integration, enhancing access to social and economic opportunities, and unlocking the economic potential of the Lake Victoria Basin region. Through strategic investments in transport and associated infrastructure, the Project seeks to contribute to inclusive economic growth, poverty reduction, climate resilience, regional competitiveness, and improved livelihoods for communities within the basin.

The Lake Victoria Basin is one of Kenya's most strategically important economic regions, supporting key sectors such as fisheries, agriculture, tourism, trade, transport and logistics, manufacturing, and the emerging blue economy. However, inadequate transport infrastructure remains a significant constraint to economic development and regional integration. Poor road conditions, limited connectivity between production areas and markets, and inadequate access to social services continue to affect the productivity and competitiveness of communities within the region. The Government therefore intends to improve strategic road corridors along the Lake Victoria shoreline and associated hinterland areas to facilitate mobility, strengthen economic linkages, and support sustainable development.

1.2 Project Context and Location

One of the priority investments under the LVBDP is the upgrading of the Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road and associated spur roads, with a combined length of approximately 365 kilometres. The corridor traverses Homa Bay and Migori Counties and serves as a critical transport link connecting fishing communities, agricultural production areas, tourism destinations, trading centres, beaches and landing sites, and other socio-economic hubs along the Lake Victoria shoreline.

The proposed road corridor is expected to improve access to markets, reduce travel time and vehicle operating costs, enhance road safety, strengthen fisheries and agricultural value chains, support tourism development, improve access to social services, and facilitate regional trade and economic integration. The investment is also expected to support broader government objectives relating to regional development, poverty reduction, climate resilience, and inclusive economic growth.

Figure 1: Location Map

1.3 Existing Safeguards Studies and Corridor Composition

The proposed road corridor comprises sections that are at different stages of project preparation from an environmental and social safeguards perspective. Previous Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP) studies were undertaken for the main alignment of the Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road. However, no environmental and social safeguard studies have been undertaken for the associated spur roads.

The corridor is therefore composed of the following sections:

Road Section	**Approximate Length (Km)**	**Existing Safeguards Status**
Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road Main Alignment	160	Existing ESIA and RAP available and require updating
Associated Spur Roads	205	No ESIA and RAP studies available; new studies required
Total Corridor Length	**365**	Mixed scope involving update and new preparation

The existing safeguard studies for the main alignment were prepared in 2016 under Kenya Transport Sector Support Project (KTSSP) and may no longer adequately reflect current environmental, social, economic, institutional, and regulatory conditions. Since the completion of the original studies, significant changes may have occurred in land use patterns, settlement characteristics, demographic trends, infrastructure development, property ownership, environmental conditions, and livelihood activities within the project area. In addition, project design concepts have evolved and the project is now being prepared under the World Bank Environmental and Social Framework (ESF), which introduces enhanced requirements relating to environmental and social risk management, stakeholder engagement, biodiversity conservation, labour and working conditions, community health and safety, climate resilience, vulnerable groups, and management of Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) risks.

Accordingly, the existing ESIA and RAP for the 160km main alignment require comprehensive review and updating, while entirely new ESIA and RAP studies shall be prepared for the approximately 205km of associated spur roads.

1.4 Environmental and Social Setting of the Project Area

The project corridor traverses an environmentally and socially diverse landscape characterized by settlements, agricultural lands, fishing communities, wetlands, riparian ecosystems, beaches and landing sites, trading centres, and areas of ecological significance associated with the Lake Victoria Basin. The corridor supports a wide range of livelihood activities including fishing, fish processing and marketing, agriculture, livestock keeping, small-scale trade, tourism, transport services, and other informal economic activities.

The project area contains environmentally sensitive features including wetlands, watercourses, flood-prone areas, natural habitats, and ecosystems that provide important ecological services to local communities. The area also contains social receptors including schools, health facilities, markets, places of worship, cultural heritage resources, public utilities, and densely populated settlements. These characteristics require careful assessment of environmental and social risks and impacts to ensure that project development proceeds in a sustainable and socially responsible manner.

Given the scale and geographical extent of the proposed road improvements, environmental and social risks may arise during both construction and operation of the project. Potential impacts may include land acquisition and involuntary resettlement, loss of assets and livelihoods, impacts on biodiversity and natural habitats, disruption of economic activities, occupational health and safety risks, community health and safety concerns, labour influx-related impacts, SEA/SH and GBV risks, road safety risks, impacts on vulnerable groups, and cumulative impacts associated with broader development activities within the Lake Victoria Basin.

1.5 Design-Build Project Delivery Approach

The proposed road investment is being prepared for implementation through a Design-Build (DB) procurement and delivery model. Under this approach, the detailed engineering design and construction works will be undertaken by Design-Build Contractors following completion of project preparation activities and procurement processes.

Unlike conventional design-bid-build projects, the Design-Build approach involves progressive refinement of engineering designs during project implementation. Consequently, environmental and social safeguard instruments prepared during project preparation must be sufficiently robust to guide environmental and social risk management throughout both the detailed design and construction phases. The safeguard instruments must therefore provide an adequate framework for identifying, assessing, mitigating, monitoring, and managing environmental and social risks that may emerge during subsequent design development.

The Consultant shall ensure that the updated ESIA and RAP establish clear environmental and social performance requirements for incorporation into future Design-Build bidding documents and contracts. The studies shall define the environmental and social obligations of Design-Build Contractors, establish requirements for preparation and implementation of Contractor Environmental and Social Management Plans (C-ESMPs), provide guidance on management of design-related changes, and establish environmental and social monitoring and reporting requirements to be implemented throughout the project lifecycle.

The assignment shall also identify any environmental and social commitments that must be incorporated into the Employer's Requirements, technical specifications, contractual provisions, environmental and social management systems, and supervision arrangements for the future Design-Build contracts.

1.6 Applicable Legal, Policy and Institutional Framework

The assignment shall be undertaken in accordance with all applicable national legal, policy and regulatory requirements governing environmental protection, land acquisition, compensation, resettlement, stakeholder engagement, labour management, occupational health and safety, biodiversity conservation, cultural heritage protection, and infrastructure development in Kenya.

The assignment shall further be undertaken in full compliance with the World Bank Environmental and Social Framework (ESF) and all applicable Environmental and Social

Standards (ESSs), including ESS1 (Assessment and Management of Environmental and Social Risks and Impacts), ESS2 (Labour and Working Conditions), ESS3 (Resource Efficiency and Pollution Prevention and Management), ESS4 (Community Health and Safety), ESS5 (Land Acquisition, Restrictions on Land Use and Involuntary Resettlement), ESS6 (Biodiversity Conservation and Sustainable Management of Living Natural Resources), ESS8 (Cultural Heritage), and ESS10 (Stakeholder Engagement and Information Disclosure).

1.7 Rationale for the Assignment

Given the age of the existing safeguard instruments, the expanded scope of the project, the inclusion of new spur roads, the adoption of the World Bank Environmental and Social Framework, and the proposed Design-Build implementation approach, it is necessary to update and expand the environmental and social safeguards documentation for the project.

The assignment will provide KeNHA and the World Bank with comprehensive, current, and implementation-ready safeguard instruments that adequately assess project risks and impacts, identify mitigation and management measures, establish compensation and livelihood restoration requirements, facilitate stakeholder engagement, and support project appraisal and implementation. The studies will also ensure that environmental and social considerations are appropriately integrated into future Design-Build procurement and contract management processes.

1.8 Purpose of the Assignment

The purpose of this assignment is to update the existing Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP) for the 160-kilometre Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road main alignment and to prepare new ESIA and RAP studies for the approximately 205 kilometres of associated spur roads, in accordance with applicable Kenyan legislation and the World Bank ESF. The assignment shall produce environmental and social safeguard instruments that are suitable for project appraisal, financing, procurement, and implementation under a Design-Build project delivery model, while ensuring that environmental and social risks and impacts are effectively managed throughout the project lifecycle.

2. OBJECTIVES OF THE ASSIGNMENT

2.1 Overall Objective

The overall objective of this assignment is to update the existing Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP) for the 160km Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road main alignment and prepare new ESIA and RAP instruments for the approximately 205km of associated spur roads under the Lake Victoria Basin Development Project (LVBDP), in accordance with applicable national legislation, the World Bank Environmental and Social Framework (ESF), and international good practice.

The assignment shall provide environmental and social safeguard instruments that are suitable for project appraisal, regulatory approval, procurement, and implementation under the proposed Design-Build project delivery approach.

2.2 Specific Objectives

The specific objectives of the assignment are to:

(i) Review and update the existing ESIA and RAP studies for the main alignment to ensure their continued relevance and compliance with current legal, regulatory, institutional, and World Bank ESF requirements;
(ii) Prepare new ESIA and RAP studies for the associated spur roads where safeguard instruments do not currently exist;
(iii) Identify and assess the environmental and social risks and impacts associated with the proposed project and recommend appropriate mitigation and management measures;
(iv) Analyse feasible project alternatives, including alignment, design, construction, and implementation options, considering the updated designs and newly incorporated sections, and considering environmental, social, technical, and economic factors.
(v) Undertake meaningful stakeholder engagement and consultations with project stakeholders in accordance with the requirements of ESS10;
(vi) Assess land acquisition requirements and potential impacts on affected persons, assets, livelihoods, and communities and develop appropriate resettlement and livelihood restoration measures in accordance with ESS5;
(vii) Integrate findings from the Social Assessment and RAP into the ESIA, ensuring consistency with revised alignments, updated designs, and the distribution of affected assets, livelihoods, and communities across both updated and newly assessed sections.
(viii) Prepare comprehensive package-specific Environmental and Social Management Plans (ESMP) aligned with the updated project design and ESF requirements, including institutional arrangements, monitoring indicators, implementation responsibilities, and cost estimates.
(ix) Establish environmental and social requirements suitable for incorporation into future Design-Build procurement documents and contracts; and
(x) Prepare safeguard instruments that support project appraisal, disclosure, implementation readiness, and compliance with the requirements of the Government of Kenya and the World Bank.

3. SCOPE OF SERVICES

3.1 General

The assignment comprises two distinct but complementary components. Component 1 involves the updating of the existing Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP) for the 160km Matayos – Port Victoria – Nyamonye – Asembo Bay – Otonglo Road, And Awasi - Katito Road main alignment. Component 2 involves the preparation of new ESIA and RAP studies for approximately 205km of associated spur roads for which safeguard instruments do not currently exist.

The Consultant shall ensure that both components are undertaken in accordance with applicable Kenyan legislation, the World Bank Environmental and Social Framework (ESF), relevant Environmental and Social Standards (ESSs), and the World Bank Group Environmental, Health and Safety (EHS) Guidelines. The Consultant shall further ensure that all safeguard instruments are suitable for implementation under the proposed Design-Build project delivery model. The Consultant shall adopt an integrated approach to environmental and social risk management and ensure that all outputs are suitable for project appraisal, procurement, implementation and supervision under the proposed Design-Build delivery model.

COMPONENT 1: UPDATING OF THE EXISTING ESIA AND RAP FOR THE MAIN ALIGNMENT (160 KM)

3.2 Review of Existing Safeguard Instruments

The Consultant shall undertake a comprehensive review of the existing ESIA and RAP studies, associated engineering documentation, previous consultation records, valuation reports, environmental approvals and any other relevant project documentation. The review shall assess the adequacy, validity and continued applicability of the existing safeguard instruments in light of current project conditions, legal and regulatory requirements, and the World Bank ESF.

The Consultant shall undertake a detailed gap analysis to identify deficiencies, outdated information, missing assessments and additional studies required to ensure that the safeguard instruments meet current national and World Bank requirements. The Consultant shall establish the extent of updating required and define any supplementary investigations necessary to ensure that the safeguard instruments meet current project needs and international good practice.

3.3 Updating of Environmental and Social Baseline Information

The Consultant shall update environmental and social baseline information within the project area to reflect current conditions and emerging issues that may influence project implementation. The update shall focus on environmental resources, settlement patterns, demographic characteristics, land use, economic activities, vulnerable populations, community infrastructure, biodiversity resources and other environmental and social receptors potentially affected by the Project.

The Consultant shall verify the continued validity of baseline information presented in the existing studies and undertake supplementary investigations where necessary.

3.4 Updating of Stakeholder Engagement and Consultations

The Consultant shall undertake additional stakeholder engagement and consultations to validate findings from the existing studies and capture stakeholder concerns, expectations and recommendations arising since completion of the original assessments. The consultation process shall comply with ESS10 and shall ensure meaningful participation of affected communities, project affected persons, vulnerable groups, government institutions, county administrations and other interested stakeholders.

3.5 Updating of Environmental and Social Impact Assessment

The Consultant shall review and update the environmental and social impact assessment to reflect current project conditions, environmental and social sensitivities, regulatory requirements and World Bank ESF requirements. Particular attention shall be given to climate change considerations, biodiversity conservation, community health and safety, labour and working conditions, SEA/SH and GBV risks, road safety, cumulative impacts and impacts on vulnerable groups. The Consultant shall review the adequacy of previously proposed mitigation measures and revise them as necessary to ensure consistency with current project risks and international good practice.

3.6 Updating of the Resettlement Action Plan

The Consultant shall review and update the existing RAP to reflect current project conditions and applicable requirements of ESS5. This shall include verification and updating of socio-economic information, census data, affected asset inventories, valuation schedules, compensation estimates, livelihood restoration measures, vulnerable persons support measures, implementation arrangements and monitoring frameworks. The Consultant shall determine the extent to which previous asset inventories, valuations and socio-economic surveys remain valid and undertake supplementary surveys where necessary to establish a current and reliable basis for resettlement planning.

3.7 Updating of Environmental and Social Management Instruments

The Consultant shall review and update the Environmental and Social Management Plan (ESMP) and associated management measures to ensure that they adequately address current project risks and implementation requirements. Monitoring indicators, institutional arrangements, reporting requirements, implementation schedules and budget estimates shall be revised accordingly. The Consultant shall also identify any additional environmental and social management instruments required under the World Bank ESF and Design-Build implementation framework.

COMPONENT 2: PREPARATION OF NEW ESIA AND RAP FOR THE ASSOCIATED SPUR ROADS (APPROX. 205 KM)

3.8 Environmental and Social Screening and Scoping

The Consultant shall undertake environmental and social screening and scoping of all proposed spur roads and associated facilities. The exercise shall identify key environmental and social issues, sensitive receptors, stakeholder groups, potential project risks and assessment boundaries necessary for preparation of the safeguard instruments. The Consultant shall establish the environmental and social area of influence for each spur road section and define the scope of subsequent investigations.

3.9 Environmental and Social Baseline Studies

The Consultant shall undertake comprehensive environmental and social baseline investigations for the spur roads. The studies shall characterize the physical, biological and socio-economic environment and provide sufficient information to support environmental and social impact assessment, resettlement planning and development of mitigation measures. Particular attention shall be given to environmentally sensitive ecosystems, wetlands, biodiversity resources, community infrastructure, livelihood systems, fisheries-related activities, vulnerable populations and land ownership arrangements.

The baseline characterization shall incorporate GIS mapping to spatially represent project influence areas, land use dynamics, sensitive habitats, settlement patterns, socio-economic features, and ecosystem services distribution.

3.10 Stakeholder Engagement and Consultations

The Consultant shall design and implement a comprehensive stakeholder engagement programme for the spur roads in accordance with ESS10. The process shall ensure meaningful participation of affected communities, government institutions, local authorities, project affected persons and other interested stakeholders. The Consultant shall document stakeholder concerns, expectations and recommendations and demonstrate how these have informed the assessment process and the development of mitigation and management measures. A robust stakeholder mapping and analysis shall be conducted to guide the preparation of the Stakeholder Engagement Plan (SEP) for the ESIA

3.11 Environmental and Social Impact Assessment

The Consultant shall identify, analyse and evaluate the potential environmental and social risks and impacts associated with the spur roads during their design, construction, operation and maintenance phases. The assessment shall consider direct, indirect, induced and cumulative impacts and shall evaluate their significance in accordance with national requirements and the World Bank ESF. Particular attention shall be given to impacts associated with land acquisition, livelihood disruption, biodiversity conservation, community health and safety, labour and working conditions, occupational health and safety, traffic and road safety, climate change, vulnerable groups, gender considerations, SEA/SH risks and impacts on natural and cultural resources. Appropriate mitigation measures shall be developed in accordance with the mitigation hierarchy.

The Consultant shall analyze and describe all significant deviations from the environmental and socio-economic baseline that might be caused by the project, including environmental and social impacts, both positive and negative. The consultant will develop an acceptable methodology/grading system for impacts to record severity. More specifically, the Consultant impact identification shall be supported by GIS overlay analysis to determine spatial relationships between the project footprint, sensitive receptors, land use changes, ecological features, floodplains, settlement clusters, and cumulative development influences.

3.12 Preparation of Resettlement Action Plans

The Consultant shall prepare RAPs for all spur road sections requiring land acquisition, restrictions on land use or involuntary resettlement. The Consultant shall undertake socio-economic surveys, census surveys, asset inventories, valuation surveys, livelihood assessments and stakeholder consultations necessary to support preparation of the RAPs. The RAPs shall establish eligibility criteria, entitlement provisions, compensation measures, livelihood restoration programmes, implementation arrangements, grievance redress mechanisms, monitoring frameworks and implementation budgets consistent with ESS5 and applicable national legislation. The RAP shall comprehensively assess and document all resettlement impacts arising from the main carriageway, additional missing links, spur and feeder roads, and associated ancillary facilities, including construction camps, material sites, access roads, and utilities.

The Consultant shall determine the extent of land acquisition and resettlement impacts, identify affected persons and assets, assess livelihood impacts and develop appropriate compensation, resettlement and livelihood restoration measures. The Consultant shall determine the costs of the resettlement process and total budget for the RAP in table format showing itemized cost estimates for all resettlement activities, including compensation and assistance, allowances for inflation, population growth, and other contingencies; and funding for resettlement.

3.13 Preparation of Environmental and Social Management Instruments

The Consultant shall develop Environmental and Social Management Plans and related management instruments necessary to address identified environmental and social risks and impacts throughout the project lifecycle. These instruments shall define mitigation measures, monitoring requirements, implementation responsibilities, reporting arrangements, institutional strengthening measures and resource requirements. The management framework shall provide a practical basis for implementation and supervision of environmental and social commitments during project execution.

CROSS-CUTTING REQUIREMENTS APPLICABLE TO BOTH COMPONENTS

3.14 Description of the Project and Area of Influence

The Consultant shall develop a comprehensive description of the proposed project and define its environmental and social area of influence. This shall include the main alignment, associated spur roads, ancillary facilities, construction support areas, material sourcing areas, access routes, utility diversions and any associated facilities necessary for project implementation. The Consultant shall identify environmentally and socially sensitive receptors that may be affected directly or indirectly by the Project and establish the spatial boundaries for environmental and social assessment.

3.15 Legal, Policy and Institutional Framework

The Consultant shall review the legal, regulatory, policy and institutional framework applicable to the Project and assess its relevance to the proposed investments. The review shall include national legislation, regulatory requirements and institutional mandates governing environmental management, land acquisition, involuntary resettlement, labour and working conditions, occupational health and safety, biodiversity conservation, cultural heritage, stakeholder engagement and social inclusion. The Consultant shall also assess the applicability of the World Bank ESF and identify measures required to ensure compliance with both national requirements and the applicable Environmental and Social Standards.

3.16 Climate Change, Biodiversity and Sustainability Considerations

The Consultant shall undertake climate disaster risk screening and assess climate-related risks and vulnerabilities relevant to the Project and identify measures necessary to strengthen climate resilience and long-term sustainability. The assessment shall also evaluate potential impacts on biodiversity, natural habitats, wetlands, aquatic ecosystems and ecosystem services and shall recommend measures to avoid, minimize, mitigate or offset adverse impacts. The Consultant shall ensure that climate resilience and biodiversity considerations are appropriately integrated into project design, implementation and monitoring arrangements.

3.17 Design-Build Environmental and Social Requirements

Recognizing that the Project will be implemented through a Design-Build procurement approach, the Consultant shall prepare environmental and social requirements suitable for incorporation into future procurement documents, Employer's Requirements and contract provisions. The Consultant shall establish the environmental and social obligations of future Design-Build Contractors and define requirements for detailed design-stage safeguards reviews, Contractor Environmental and Social Management Plans, labour and working conditions, occupational health and safety, stakeholder engagement, grievance management, biodiversity management, traffic safety, community health and safety and environmental monitoring. The Consultant shall ensure that the safeguard instruments provide a clear framework for managing environmental and social risks throughout the detailed design and construction phases.

3.18 Institutional Capacity, Implementation Arrangements and Disclosure

The Consultant shall assess institutional capacity for environmental and social management and recommend measures necessary to support effective implementation of safeguard commitments. Appropriate institutional arrangements, capacity-building measures, monitoring systems and reporting mechanisms shall be developed. The Consultant shall also support the Client in stakeholder disclosure, regulatory review and approval processes and shall revise the safeguard instruments as necessary to address comments received from the Client, regulatory authorities and the World Bank. The final outputs shall be suitable for project appraisal, disclosure, procurement and implementation.

4. METHODOLOGY AND APPROACH

4.1 General Requirements

The Consultant shall be responsible for proposing and implementing an appropriate methodology for carrying out the assignment. The proposed methodology shall demonstrate a clear understanding of the assignment objectives, project context, environmental and social sensitivities of the project area, applicable legal and regulatory requirements, and the requirements of the World Bank Environmental and Social Framework (ESF). The methodology shall be sufficiently robust to support the updating of the existing safeguard instruments for the main alignment and the preparation of new safeguard instruments for the associated spur roads, while ensuring that the resulting outputs are suitable for implementation under the proposed Design-Build project delivery model.

The Consultant shall adopt an integrated and multidisciplinary approach that combines environmental, social, engineering, land acquisition, valuation, stakeholder engagement, and institutional considerations throughout the assignment. The methodology shall be designed to ensure that environmental and social considerations are incorporated into project planning and implementation in a manner that promotes sustainability, minimizes risks, and maximizes project benefits.

4.2 Assignment Planning and Inception

At the commencement of the assignment, the Consultant shall undertake a detailed review of available information and develop a clear understanding of the project scope, project preparation status, safeguard requirements, stakeholder landscape, and implementation arrangements. Based on this review, the Consultant shall prepare an Inception Report outlining the proposed methodology, work plan, staffing arrangements, consultation strategy, survey requirements, quality assurance procedures, reporting arrangements, and implementation schedule.

The Inception Report shall identify key risks and challenges likely to affect the assignment and propose appropriate measures for managing such risks. The report shall also identify any additional information requirements and confirm the approach to be adopted for undertaking the assignment.

4.3 Data Collection and Field Investigations

The Consultant shall undertake all necessary field investigations, surveys, consultations, and data collection activities required to support the assignment. The methodology shall ensure that information collected is accurate, representative, verifiable, and sufficient to support environmental and social impact assessment, resettlement planning, and preparation of management instruments.

The Consultant shall employ appropriate quantitative and qualitative methods for collection and analysis of environmental and social information and shall ensure that baseline data reflects current conditions within the project area. Particular attention shall be given to obtaining reliable information relating to environmentally sensitive areas, affected communities, land ownership and tenure arrangements, livelihood activities, vulnerable groups, and project-affected assets.

4.4 Integration with Design-Build Procurement

The Consultant shall adopt an approach that recognizes the requirements of the proposed Design-Build project delivery model. The methodology shall ensure that the safeguard instruments provide sufficient environmental and social information to support project appraisal while establishing a clear framework for management of environmental and social risks during subsequent detailed design and construction activities.

The Consultant shall identify environmental and social commitments that should be incorporated into future procurement documents, Employer's Requirements, technical specifications, and contractual obligations. The methodology shall also define how environmental and social risks arising from future design refinements will be managed and monitored during project implementation.

4.5 Quality Assurance and Quality Control

The Consultant shall establish and maintain appropriate quality assurance and quality control procedures throughout the assignment. The quality management approach shall ensure technical accuracy, consistency, completeness, and compliance with applicable legal, regulatory and World Bank requirements.

The Consultant shall subject all reports, datasets, maps, surveys, analyses and safeguard instruments to internal technical review prior to submission. The Consultant shall also ensure that comments received from the Client, stakeholders, regulatory authorities and the World Bank are systematically addressed and incorporated into subsequent deliverables.

4.6 Flexibility of Methodology

The methodology presented in the Consultant's proposal shall be evaluated as part of the technical proposal. While these Terms of Reference establish the minimum requirements of the assignment, Consultants are encouraged to propose innovative, efficient and context-appropriate approaches that enhance the quality, effectiveness and implementation readiness of the safeguard instruments.

The Consultant shall remain responsible for ensuring that the proposed methodology is adequate to achieve the objectives of the assignment and deliver outputs that meet the expectations of the Client and the World Bank.

5. DELIVERABLES, REPORTING REQUIREMENTS AND SCHEDULE

5.1 General

The Consultant shall prepare and submit all reports, plans, databases, maps, survey records and other outputs required for the successful completion of the assignment. All deliverables shall be prepared in a professional manner and shall be of sufficient quality to support project appraisal, regulatory review, stakeholder disclosure, procurement and implementation under the proposed Design-Build delivery model. All reports shall be prepared in English and shall be submitted in both editable electronic format and searchable PDF format. Spatial data, maps, drawings, databases, survey records, valuation schedules, consultation records, photographs and other supporting information generated under the assignment shall be submitted in formats acceptable to the Client. All reports shall become the property of the Client upon submission.

The Consultant shall ensure that all deliverables are internally reviewed and subjected to appropriate quality assurance procedures prior to submission. The Consultant shall address comments received from the Client, relevant government agencies, stakeholders and the World Bank and incorporate such comments into subsequent submissions.

5.2 Reporting and Review Arrangements

The Consultant shall report to the Director General of KeNHA through the designated Project Coordinator and shall work closely with the Client's technical team throughout the assignment. The Consultant shall participate in review meetings, technical workshops, stakeholder consultations and presentations as may be required by the Client. The Consultant shall make formal presentations of key deliverables and shall revise reports as necessary to address comments received during review processes. No deliverable shall be considered complete until it has been reviewed and accepted by the Client.

5.3 Deliverable Schedule

The assignment shall be completed within a period of six (6) calendar months from the date of commencement. The indicative schedule for submission of deliverables is presented below.

Deliverable	**Description**	**Timeline from Commencement**
Inception Report	Shall identify key issues requiring attention during the assignment and shall provide a detailed roadmap for delivery of the required outputs.	2 Weeks
Gap Analysis and Scoping Report	Shall present the findings of the review of the existing ESIA and RAP for the main alignment, identify information gaps and deficiencies, define the scope of updating required, and establish the scope of the new safeguard studies for the associated spur roads.	1 Month
Draft ESIA Report	Shall provide a comprehensive description of the Project, baseline conditions, stakeholder engagement process, environmental and social impact assessment findings, analysis of	3 Months

Deliverable	**Description**	**Timeline from Commencement**
	alternatives, mitigation measures, environmental and social management arrangements, monitoring requirements, institutional responsibilities, implementation costs and recommendations.	
Draft RAP Report	Shall document the extent of land acquisition and resettlement impacts, affected persons and assets, eligibility criteria, entitlement provisions, livelihood restoration measures, implementation arrangements, grievance redress mechanisms, monitoring frameworks and budget requirements.	3 Months
Stakeholder Consultation Report	Shall document consultation methodologies, participants, issues raised, concerns expressed, responses provided and how stakeholder views have influenced the assessment process and proposed mitigation measures	Continuous and submitted with Draft and Final Reports
Design-Build Environmental and Social Requirements Report	Shall identify environmental and social obligations of future Design-Build Contractors and shall establish requirements relating to environmental and social management systems, detailed design-stage safeguards reviews, Contractor Environmental and Social Management Plans (C-ESMPs), labour and working conditions, occupational health and safety, stakeholder engagement, grievance management, biodiversity management, community health and safety, SEA/SH risk management and environmental monitoring.	4 Months
Final ESIA Report	shall present a complete and updated assessment of environmental and social risks and impacts associated with the Project together with agreed mitigation measures, implementation arrangements, monitoring requirements and environmental and social commitments.	5 Months
Final RAP Report	shall provide a complete framework for implementation of compensation, resettlement and livelihood restoration activities and shall be suitable for disclosure, appraisal and implementation in accordance with national requirements and ESS5	5 Months
Final Consolidated Assignment Report	Shall provide an overview of environmental and social risks and impacts, proposed mitigation and management measures, institutional arrangements, implementation requirements,	6 Months

Deliverable	Description	Timeline from Commencement
	monitoring frameworks and recommendations for project implementation.	

The Consultant may propose refinements to the reporting schedule provided that the overall assignment duration of six (6) months is maintained and all required deliverables are submitted within the agreed implementation period.

5.4 Format of The Reports

The reports shall be provided in USB Flash disk in Microsoft Word for text, Microsoft Excel for tables/graphs and spreadsheets, and AutoCAD for drawings. Draft reports, Final reports, and documents should be submitted in editable MS Word and PDF versions. The final version of the reports should be submitted one week after receiving feedback on the draft version.

6. TEAM COMPOSITION, STAFF INPUTS AND QUALIFICATION REQUIREMENTS

6.1 General

The Consultant shall provide a multidisciplinary team of qualified and experienced professionals with the requisite expertise and capacity to successfully undertake the assignment. The team shall collectively possess demonstrated experience in environmental and social safeguards for large-scale transport infrastructure projects, including projects financed by Multilateral Development Banks (MDBs) and undertaken in accordance with the World Bank Environmental and Social Framework (ESF).

The Consultant shall be responsible for mobilizing all personnel necessary to deliver the assignment within the stipulated timeframe and shall ensure that the proposed team possesses the technical, professional and managerial capacity required to undertake the updating of the existing Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP) for the main alignment and the preparation of new safeguard instruments for the associated spur roads.

The staff inputs indicated in these Terms of Reference represent the minimum professional input considered necessary for successful completion of the assignment. Consultants may propose additional key or non-key experts where considered necessary to strengthen the quality of the assignment and achieve its objectives.

6.2 Staffing Requirements

The assignment is estimated to require a total professional input of forty-eight (48) person-months distributed among the key experts shown below.

No.	Key Expert	Person-Months
1	Team Leader / Lead Environmental and Social Safeguards Specialist	6
2	Senior Environmental Safeguards Specialist	6
3	Senior Social Development Specialist	6
4	RAP Specialist / Resettlement Expert	6
5	Registered Land Valuer	4
6	Surveyor / GIS Specialist	4
7	Occupational Safety and Health Specialist	4
8	Livelihood Restoration Specialist	4
9	Gender, GBV, SEA/SH Specialist	4
10	Ecologist / Biodiversity Specialist	4
Total		**48**

The Consultant shall be responsible for determining the timing and sequencing of staff inputs and ensuring adequate coordination among team members throughout the assignment.

6.3 Key Experts

6.3.1 Team Leader / Lead Environmental and Social Safeguards Specialist

The Team Leader shall possess at least a Master's Degree in Environmental Sciences, Environmental Management, Environmental Engineering, Natural Resource Management, Social Safeguards, Development Studies, or a related field. The expert shall have a minimum of fifteen (15) years of relevant professional experience, including demonstrated experience leading environmental and social safeguard assignments for major infrastructure projects financed by Multilateral Development Banks. He/She must be registered with the National Environment Management Authority (NEMA) as a Lead Expert with a valid practicing license, or with an equivalent recognized regulatory body in another jurisdiction. Experience in the preparation and/or review of ESIAs and RAPs for at least five (5) transport infrastructure projects in similar capacity and demonstrated familiarity with the World Bank Environmental and Social Framework shall be required.

6.3.2 Senior Environmental Safeguards Specialist

The Senior Environmental Safeguards Specialist shall possess at least a Master's Degree in Environmental Sciences, Environmental Management, Ecology, Environmental Engineering, Natural Resource Management, or a related field and shall have a minimum of twelve (12) years of relevant professional experience. He/She must be registered with the National Environment Management Authority (NEMA) as a Lead Expert with a valid practicing license, The expert shall demonstrate substantial experience in the preparation of ESIA for at least three (3) large-scale infrastructure projects in similar capacity and proven familiarity with international environmental safeguard requirements, including the World Bank ESF.

6.3.3 Senior Social Development Specialist

The Senior Social Development Specialist possess at least a Master's Degree in Sociology, Anthropology, Social Development, Development Studies, Human Geography, or a related field and shall have a minimum of twelve (12) years of relevant professional experience. Demonstrated experience in social safeguards assignments for at least three (3) infrastructure projects financed by development partners and familiarity with the World Bank ESF shall be required. Knowledge on qualitative and quantitative statistical analysis is essential. Experience in stakeholder and community engagement is extremely essential. Previous experience on similar RAP projects in similar environment will be an added advantage. Knowledge of Kiswahili and/or local languages may be an added advantage.

6.3.4 RAP Specialist / Resettlement Expert

The RAP Specialist shall possess at least a Master's Degree in Land Economics, Land Management, Sociology, Planning, Development Studies, or a related field and shall have a minimum of twelve (12) years of relevant professional experience. The expert shall demonstrate substantial experience in preparation of RAPs for at least three (3) large-scale infrastructure projects in similar capacity and familiarity with the requirements of ESS5 and applicable Kenyan land legislation.

6.3.5 Registered Land Valuer

The Registered Land Valuer hall possess a Bachelor's Degree in Land Economics, Real Estate, Valuation, or a related field and shall be registered and licensed to practise as a Valuer in Kenya. He/ She must have served in similar capacity as a valuer preparing the Asset inventory/ Valuation reports in preparation of Resettlement Action Plan for at least three (3) roads projects. The expert shall have a minimum of ten (10) years of relevant professional experience, including experience in at least three (3) valuation assignments associated with infrastructure development and involuntary resettlement programmes.

6.3.6 Surveyor / GIS Specialist

The Surveyor / GIS Specialist shall possess a Bachelor's Degree in Surveying, Geomatics, Geospatial Engineering, GIS, or a related field and shall have a minimum of ten (10) years of relevant professional experience. Professional registration with the relevant professional body in Kenya shall be required. Expertise required in ArcGIS/QGIS, GPS data processing, satellite imagery interpretation, spatial impact analysis, sensitive receptor screening, and integration of GIS with RAP/SA datasets. Experience in climate vulnerability mapping, structural flood modeling, and GIS-integrated ESMP development is an advantage.

6.3.7 Occupational Safety and Health Specialist

The Occupational Safety and Health Specialist shall possess at least a Bachelor's Degree in Occupational Safety and Health, Engineering, Environmental Health, Public Health, or a Postgraduate Diploma in Occupational Health and Safety or NEBOSH International Diploma (IDIP) with relevant experience will be acceptable. He/She shall have a minimum of ten (10) years of relevant professional experience. The candidate must be registered as an Approved Safety and Health Auditor with the Directorate of Occupational Safety and Health Services (DOSHS) and hold a valid practicing license. Experience in construction-related occupational health and safety management and familiarity with international good practice shall be required.

6.3.8 Livelihood Restoration Specialist

The Livelihood Restoration Specialist shall possess at least a Bachelor's Degree in Economics, Development Studies, Rural Development, Agriculture, Social Sciences, or a related field and shall have a minimum of ten (10) years of relevant professional experience. Experience in livelihood restoration planning and implementation for infrastructure projects shall be required.

6.3.9 Gender, GBV and SEA/SH Specialist

The Gender, GBV and SEA/SH Specialist shall possess at least a Bachelor's Degree in Gender Studies, Sociology, Social Development, Psychology, Law, Public Health, or a related field and shall have a minimum of ten (10) years of relevant professional experience. Demonstrated experience in gender analysis and management of GBV/SEA/SH risks within infrastructure projects shall be required.

6.3.9 Ecologist / Biodiversity Specialist

The Ecologist / Biodiversity Specialist shall possess at least a Bachelor's Degree in Ecology, Environmental Sciences, Natural Resource Management, Wildlife Management, Forestry, Conservation Biology, or a related field and shall have a minimum of ten (10) years of relevant professional experience. Experience in biodiversity assessments for infrastructure projects and familiarity with ESS6 requirements shall be required.

6.4 Non-Key Experts and Support Personnel

The Consultant shall mobilize such additional non-key experts, enumerators, field assistants, GIS technicians, survey teams, stakeholder engagement facilitators and administrative support personnel as may be required for successful completion of the assignment. Such personnel shall not be evaluated during proposal evaluation but shall be adequately qualified and experienced for the tasks assigned to them.

Depending on the Consultant's proposed methodology and findings during implementation, additional specialist inputs may be required in areas such as climate change, fisheries, cultural heritage, hydrology, road safety, public health, environmental engineering, community development and communications.

6.5 Replacement of Key Experts

No substitution of Key Experts shall be made during the assignment without the prior written approval of the Client. Any proposed replacement shall possess qualifications and experience that are equal to or better than those of the originally proposed expert and shall be subject to the Client's review and acceptance.

6.6 Evaluation of Key Experts

The qualifications and experience of the Key Experts shall form an important component of the technical evaluation of proposals. Consultants shall therefore demonstrate that the proposed experts possess relevant academic qualifications, professional registrations, sector experience, experience in similar assignments and familiarity with the World Bank Environmental and Social Framework and other applicable international safeguard requirements.

7. CLIENT'S INPUTS & FACILITIES, CONSULTANT'S RESPONSIBILITIES AND IMPLEMENTATION ARRANGEMENTS

7.1 General

The assignment shall be undertaken in close collaboration with the Kenya National Highways Authority (KeNHA), relevant national and county government institutions, affected communities, regulatory agencies and other stakeholders. While the Client shall provide available project information and facilitate access to relevant institutions, the Consultant shall be fully responsible for undertaking all activities necessary to achieve the objectives of the assignment and deliver the required outputs within the stipulated timeframe.

The Consultant shall be deemed to have satisfied itself as to the nature and extent of the services required and shall be responsible for obtaining all information, resources and logistical support necessary for successful completion of the assignment.

7.2 Client's Inputs and Responsibilities

The Client shall provide available information relevant to the assignment, including previous ESIA and RAP reports, feasibility studies, preliminary engineering designs, project concept documents, available survey information, stakeholder databases and other relevant project records in its possession. The Client shall also facilitate coordination with relevant government institutions, county administrations and regulatory agencies, and shall provide letters of introduction where necessary to facilitate access to project areas and stakeholders.

The Client shall review and provide comments on reports submitted by the Consultant within a reasonable period and shall facilitate consultations and technical meetings required during implementation of the assignment. The Client shall further coordinate review processes involving the World Bank and other relevant institutions and communicate consolidated comments to the Consultant for incorporation into subsequent deliverables.

Notwithstanding the foregoing, the Client does not warrant the completeness or accuracy of any information provided and the Consultant shall be responsible for verifying all information used in carrying out the assignment.

7.3 Consultant's Responsibilities

The Consultant shall be responsible for carrying out the assignment with the degree of professional skill, care and diligence expected of a competent consulting firm experienced in environmental and social safeguards for large-scale infrastructure projects. The Consultant shall be fully responsible for the collection, verification, analysis and interpretation of all data necessary for the assignment and shall ensure that all outputs are technically sound, evidence-based and consistent with applicable legal and regulatory requirements.

The Consultant shall undertake all field investigations, surveys, stakeholder consultations, stakeholder engagement activities, socio-economic surveys, asset inventories, valuation support activities, environmental assessments, mapping, analyses and reporting required under the assignment. The Consultant shall also be responsible for obtaining any information necessary from relevant institutions and stakeholders and for coordinating activities with affected communities and local authorities.

The Consultant shall ensure that all activities are undertaken in a manner that promotes meaningful stakeholder participation, social inclusion, transparency, cultural sensitivity and professional integrity. Particular attention shall be given to ensuring effective participation of vulnerable and disadvantaged groups throughout the assignment.

The Consultant shall establish appropriate quality assurance and quality control procedures and shall ensure that all reports and deliverables are internally reviewed prior to submission to the Client.

7.4 Facilities, Equipment and Logistical Arrangements

The Consultant shall provide all personnel, equipment, software, transport, accommodation, office facilities, communications equipment, survey instruments, data collection tools, mapping resources and other logistical support necessary for successful execution of the assignment.

The Consultant shall make its own arrangements for transportation, accommodation, subsistence, field operations, stakeholder consultations, public meetings, workshops, surveys, stakeholder engagement activities and any other logistical requirements associated with the assignment. All costs associated with such arrangements shall be deemed to be included in the Consultant's financial proposal.

The Consultant shall also be responsible for the preparation, reproduction and distribution of reports, consultation materials, maps, presentations and other documents required during implementation of the assignment.

7.5 Coordination and Reporting Arrangements

The Consultant shall report to the Director General of KeNHA through the designated Project Coordinator and shall work closely with the Project Management Team established for the Lake Victoria Basin Development Project. The Consultant shall maintain regular communication with the Client and promptly notify the Client of any issues that may affect the scope, quality, schedule or successful completion of the assignment.

The Consultant shall participate in technical meetings, stakeholder consultations, progress review sessions, workshops and presentations as may be required by the Client during the course of the assignment. The Consultant shall also make presentations of key findings and recommendations at various stages of the assignment and shall revise reports as necessary based on comments received from the Client, stakeholders, regulatory authorities and the World Bank.

7.6 Access to Project Areas and Stakeholders

The Consultant shall be responsible for organizing and undertaking all site visits, field investigations and stakeholder engagement activities required for completion of the assignment. The Consultant shall ensure that adequate arrangements are made for access to project areas and affected communities and shall conduct all field activities in a safe, professional and respectful manner.

The Consultant shall comply with all applicable national laws, local administrative requirements and community protocols while undertaking field activities and shall take appropriate measures to safeguard the health, safety and wellbeing of project stakeholders, project-affected persons and members of the Consultant's team.

7.7 Confidentiality and Professional Ethics

The Consultant shall treat all information obtained during the course of the assignment as confidential and shall not disclose such information to any third party without the prior written approval of the Client. Information generated under the assignment shall be used solely for the purposes of carrying out the services and fulfilling contractual obligations.

The Consultant shall conduct the assignment in accordance with the highest standards of professional and ethical conduct and shall avoid situations that may result in conflicts of interest or compromise the integrity of the assignment. Any actual or potential conflict of interest shall be promptly disclosed to the Client.

7.8 Ownership of Documents and Data

All reports, studies, maps, databases, survey records, valuation schedules, GIS data, photographs, consultation records, presentations, models and other materials prepared by the Consultant under this assignment shall become the property of the Client upon submission and payment in accordance with the contract.

The Consultant shall deliver all source files, datasets and supporting information generated during the assignment and shall not use, reproduce or distribute such information for purposes unrelated to the assignment without the prior written consent of the Client.

7.9 Assignment Duration

The assignment shall be completed within a period of six (6) calendar months from the commencement date. The Consultant shall deploy appropriate personnel and resources to ensure timely completion of all activities and submission of all deliverables within the agreed schedule.

The Consultant shall immediately notify the Client of any circumstances likely to affect the timely completion of the assignment and shall propose appropriate corrective measures for consideration by the Client.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).

2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **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 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 outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US$300,000 equivalent or more unless otherwise approved by the Bank.

TIME-BASED FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

TABLE OF CONTENTS

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name ___________________________

***[Loan/Credit/Grant]* No.____________________**
Assignment Title:__________________________

Contract No. ____________________________

between

____
[Name of the Client]

and

____
[Name of the Consultant]

Dated: _______________________

I. Form of Contract

TIME-BASED

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

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

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate: International Bank for Reconstruction and Development (IBRD)* or *International Development Association (IDA)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”;
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Remuneration Cost Estimates
   Appendix D: Reimbursables Cost Estimates
   Appendix E: Form of Advance Payments Guarantee
   Appendix F: Code of Conduct for Experts

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

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

____

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

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

____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

____

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. General Provisions

1. Definitions

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

(a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.

(f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(h) **"Day"** means a working day unless indicated otherwise.

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

(j) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(k) **"Foreign Currency"** means any currency other than the currency of the Client's country.

(l) **“GCC”** means these General Conditions of Contract.

(m) **“Government”** means the government of the Client’s country.

(n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

(p) **“Local Currency”** means the currency of the Client’s country.

(q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.

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

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

(u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

(v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client’s Personnel

(w) “**Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(x) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption	10.1.	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2.	The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract	11.1.	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
12. Termination of Contract for Failure to Become Effective	12.1.	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1.	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14. Expiration of Contract	14.1.	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
15. Entire Agreement	15.1.	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 53 & 54.

18. Suspension

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

19. Termination

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

a. By the Client

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

(5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 54.1;

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

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 54.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 54.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 47;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G-Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 51) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities	21.1.5	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1.	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1.	Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be 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 Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1.	The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
	25.2.	Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the

Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

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

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

29. Code of Conduct

29.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are carried out. The posted Code of Conduct shall be provided in languages comprehensible to Experts and Client's Personnel.

30. Forced Labor

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

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

31. Child Labor

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

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

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

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

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH .

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

34.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

34.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 46.2.

34.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 46.2, the Parties shall sign a Contract amendment.

35. Replacement of Key Experts

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

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

36. Approval of Additional Key Experts

36.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

37. Removal of Experts or Sub-consultants

37.1. If the Client finds that any of the Experts or Sub-consultant:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or

(e) undertakes behaviour which breaches the Code of Conduct;

the Consultant shall, at the Client's written request, provide a replacement.

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

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

37.4. Subject to the requirements in Sub-Clause 37.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

38. Replacement/ Removal of Experts – Impact on Payments

38.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

39. Working Hours, Overtime, Leave, etc.

39.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

39.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

39.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

40. Assistance and Exemptions

40.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

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

41. Access to Project Site

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

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

42.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 46.2

43. Services, Facilities and Property of the Client

43.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the

Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

43.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix **A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 46.3.

44. Counterpart Personnel

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

44.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 46.3.

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

45. Payment Obligation

45.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

46. Ceiling Amount

46.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

46.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

46.3. For any payments in excess of the ceilings specified in GCC46.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

47. Remuneration and Reimbursable Expenses

47.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

47.2. All payments shall be at the rates set forth in **Appendix C** and Appendix **D**.

47.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

47.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

47.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

48. Taxes and Duties

48.1. 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**.

48.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

49. Currency of Payment

49.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.**

50. Mode of Billing and Payment

50.1. Billings and payments in respect of the Services shall be made as follows:

(a) *Advance payment*. Within the number of days after the Effective Date, the Client *shall* pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt *by* the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as *satisfactory* by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the ***Consultant*** specified in the **SCC**.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

51. Interest on Delayed Payments

51.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 50.1 (c), 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

52. Good Faith

52.1. 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

53. Amicable Settlement

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

53.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 54.1 shall apply.

54. Dispute Resolution

54.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions
Attachment 1
Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

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

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

I. Special Conditions of Contract

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

	The time period shall be Two (2) Months
13.1	**Commencement of Services:** **The number of days shall be Fourteen (14) days from the date of the order to commence service** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be Six (6) months.**
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes

23.1	**No additional provisions.**
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage equal to the total ceiling amount of the Contract.** (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Republic of Kenya; (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Kenya; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	No exceptions to proprietary rights provision
27.2	**The Consultant shall not use documents or data provided by the Client for purposes unrelated to this Contract without the prior written approval of the Client**.
46.2	**The ceiling in foreign currency or currencies is: ____________________** *[insert amount and currency for each currency] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.** **The ceiling in local currency is**: **___________________** *[insert amount and currency] [indicate:* **inclusive** *or* **exclusive**] **of local indirect taxes.** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Client** *[insert as appropriate:* **"for" or "to"***]* **the Consultant.**

<table>
<tr><td></td><td>The amount of such taxes is ____________________ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</td></tr>
<tr><td>47.3</td><td>Price adjustment on the remuneration …………….. [insert "applies" or " does not apply"]</td></tr>
<tr><td>48.1 and 48.2</td><td>The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from VAT and Import Duties with regards to services offered to and goods imported for the specific implementation of the project in line with the VAT Act in Kenya and the EAC Customs Management Act.</td></tr>
<tr><td>49.1</td><td>The currency [currencies] of payment shall be the following: [list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]

Payment shall be made according to the following schedule:

<table>
<tr><th>Payment No:</th><th>Upon Submission and Approval of;</th><th>Percentage Payment of the Lump-sum Contract Amount</th></tr>
<tr><td>1</td><td>Inception Report</td><td>15%</td></tr>
<tr><td rowspan="2">2</td><td>1st Stakeholder Consultation Workshop Report</td><td rowspan="2">25%</td></tr>
<tr><td>Draft Preliminary Engineering Design Report</td></tr>
<tr><td rowspan="2">3</td><td>2nd Stakeholder Consultation Workshop Report</td><td rowspan="2">40%</td></tr>
<tr><td>Draft Final Preliminary Engineering Report</td></tr>
<tr><td>4</td><td>Final Preliminary Engineering Design Report</td><td>20%</td></tr>
</table>
</td></tr>
<tr><td>50.1(a)</td><td>The following provisions shall apply to the advance payment and the advance bank payment guarantee:

(1) An advance payment of 10% of the Lump-sum Contract Amount in the currency(ies) of the Financial Proposal within 56 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against
• 3rd Payment</td></tr>
</table>

	• 4th Payment (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
50.1(e)	**The accounts are:** for foreign currency: *[insert account]*. for local currency: *[insert account]*.
51.1	**The interest rate is**: *[insert rate]*.
54	*[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]* **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each

	appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or

	(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country]*; (b) the *[type of language]* language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

II. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

…………………………………………………………………………………………………

APPENDIX B - KEY EXPERTS

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

……………………………………………………………………………………………………

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract*."]*

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

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

(Expressed in [insert name of currency])*

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

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

* If more than one currency, add a table

______________________________ ______________________________
Signature Date

Name and Title: ______________________________

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: ___________________ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _________________ *[insert Name and Address of Client]*

Date: ____________*[insert date]***____**

ADVANCE PAYMENT GUARANTEE No.: ___________*[insert number]***______**

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

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

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

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

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

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]__________, [year]__,*[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

____

[signature(s)]

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

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

APPENDIX E - CODE OF CONDUCT FOR EXPERTS

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

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

Consultant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Sub-consultant's Name: *[insert full name]*
RFP No. and title: *[insert RFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

PART III

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

Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant*].

For the attention of Consultant's authorized representative
Name: *[insert authorized representative's name]*
Address: *[insert authorized representative's address]*
Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*
Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFP is issued]*
Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*
RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Proposal, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful Consultant*]
Contract price:	[*insert contract price of the successful Consultant*]

2. **Short listed Consultants** ***[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]***

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

Name of Consultant	Submitted Proposal	[*use for FTP*] Overall technical scores	[*use for STP*] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] **Criterion (iv):** [*insert score*] **Criterion (v):** [*insert score*] **Total score: [*insert score*]**	Sub-criterion c: [*insert score*] **Total score: [*insert score*]**			
[*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: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*] Sub-criterion c: [*insert score*] **Total score: [*insert score*]**	[*Proposal price*]	[*evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]

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

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

[INSTRUCTIONS; State the reason/s why <u>this</u> Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert the name of the Client*]:

Signature: ____

Name: ____

Title/position: ____

Telephone: ____

Email: ____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant[1]. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Request for Proposal reference No.: [*insert identification no*]
Name of the Assignment: *[insert name of the assignment]*

To: **[*insert complete name of Client*]**

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[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 holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant: *[*insert complete name of the Consultant*]_________

Name of the person duly authorized to sign the Proposal on behalf of the Consultant: **[*insert complete name of person duly authorized to sign the Proposal*]___________

Title of the person signing the Proposal: [*insert complete title of the person signing the Proposal*]______

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]_____

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]_____

[*] In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
[**] Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.