



REQUEST FOR PROPOSALS (RFP)

**CONSULTING SERVICES FOR TECHNICAL FEASIBILITY STUDY FOR MAU
SUMMIT – ELDORET- MALABA (A8) ROAD FOR IMPLEMENTATION ON A PPP
BASIS**

TENDER NO. KeNHA/3009/2026

SEPTEMBER, 2026

**DIRECTOR (PUBLIC PRIVATE
PARTNERSHIPS)
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AUTHORITY
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Abbreviations

AIIB	Asian Infrastructure Investment Bank
CQS	Consultant's Qualification Based Selection
CV	Curriculum Vitae
ESHS	Environmental, Social, Health and Safety
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
FBS	Fixed Budget Based Selection
FTP	Full Technical Proposal
GBV/SEA	Gender-based Violence/Sexual Exploitation and Abuse
GCC	General Conditions of Contract
ITC	Instructions to Consultants
PIR	Procurement Instructions for Recipients
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
SCC	Special Conditions of Contract
SPD	Standard Procurement Document
STP	Simplified Technical Proposal
TOR	Terms of Reference

S E L E C T I O N O F C O N S U L T A N T S

Request for Proposals Consulting Services

Procurement of:

Consulting Services for Technical Feasibility Study for Mau Summit – Eldoret- Malaba
(A8) Road for Implementation on a PPP Basis

RFP No: S000696 - KeNHA/3009/2026

Consulting Services for: Technical Feasibility Study for Mau Summit – Eldoret- Malaba
(A8) Road for Implementation on a PPP Basis

Client: Kenya National Highways Authority (KeNHA)

Country: Kenya

Issued on: 18th September 2026

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PART 1

Section I. Request for Proposal Letter

Request for Proposal Letter**Consulting Services**

Name of Assignment: Consulting Services for Technical Feasibility Study for Mau Summit – Eldoret- Malaba (A8) Road for Implementation on a PPP Basis

RFP Reference No.: S000696 - KeNHA/3009/2026

Country: _Kenya

Date: 18th September 2026

**M/s Zutari with M/s Norcken International Ltd
And Kenya National Cleaner Production Centre as a sub-consultant**
P.O Box 40111-00100

NAIROBI

Tel: +254 717 788 119

Email: kenya@zutari.com

**M/s CEG (Consulting Engineering Group Ltd)
In JV with M/s Wanjohi Mutonyi Consult Ltd
and M/s CEG UK Ltd as a sub-consultant**

CEG tower, B-11 (G), Malviya industrial area

INDIA

Tel: +91 141 2751801-03

Email: ceg@cegworld.com

**M/s Dar AL Handasah Consultants (Shair & Partners)
in association with M/s Afri Trade Consulting Group Ltd,
M/s Runji Consulting Group Ltd Engineering & Project Management & M/s Axiol
Group Limited as sub-consultants**

P.O Box 76225-00508

BAHRAIN

Tel: +254 714872 724

Email: nairobi@dar.com

**M/s Almonds Global Infra Consultant Ltd in JV with M/s Nippon Koei Co. Ltd & M/s
Infraplus Consulting pvt Ltd and in association with M/s Nippon Koei India Pvt Ltd
and M/s Koei Africa Ltd as sub-consultants**

F-33/3, Okhla Industrial area, Phase II, New Delhi-110020

INDIA

Tel: +91 114350 0700

Email: infra.bd@almondz.com

M/s Kyong Dong Engineering Co. Ltd (KDEC) Korea in JV with M/s CHEIL Engineering Co. Ltd and M/s Kiri Consult Ltd as a sub-consultant

Smart K building A, 20, Gwacheon-Daero,

SOUTH KOREA

Tel: +82-70-7437-6999,

Email: lightingmoon@daum.net

M/s Kunhwa Engineering & Consulting Co. Ltd in association with M/s CAS Consultants Ltd as a sub-consultant

321 Teheran-ro, Gangnam-gu, Seoul,

SOUTH KOREA

Tel: +82-2-6938-7511,

Email: overseas@kunhwaeng.co.kr/kunhwa.korea@gmail.com

Dear Mr. /Ms.:

1. The Government of Kenya (hereinafter called “Recipient”) has applied for financing from the Asian Infrastructure Investment Bank (the “Bank”) in the form of a “Special Fund” (hereinafter called “Special Fund” toward the cost of **Consultancy Services for Technical Feasibility Study for Mau Summit-Eldoret-Malaba (A8) Road for Implementation on a PPP Basis**. The Kenya National Highways Authority, an implementing agency of the Client, intends to apply a portion of the proceeds of this special fund to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Kenya National Highways Authority and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the special fund agreement. The special fund agreement prohibits a withdrawal from the special fund 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 special fund agreement or have any claims to the proceeds of the special fund.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Consultancy Services for Technical Feasibility Study for Mau Summit-Eldoret-Malaba (A8) Road for Implementation on a PPP Basis**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

No.	Firm / Lead Firm Name	Country of Origin (Lead Firm)	Associate/JV Firm (s)	Nature of Submission (Sole / JV / Sub-Consultancy)	Country of Origin (Associate)
1.	M/s Zutari	South Africa	M/s Norken International Ltd	Sub-consultant	Kenya
			Kenya National Cleaner Production Centre	Sub-consultant	Kenya
2.	M/s CEG (Consulting Engineering Group Ltd)	India	M/s Wanjohi Mutonyi Consult Ltd	Joint venture	Kenya
			M/s CEG UK Ltd	Sub-consultant	United Kingdom
3.	M/s Dar AL Handasah Consultants (Shair & Partners)	Bahrain	M/s Afri Trade Consulting Group Ltd	Sub-consultant	Kenya
			M/s Runji Consulting Group Ltd Engineering & Project Management	Sub-consultant	Kenya
			M/s Axiol Group Limited	Sub-consultant	Kenya
4.	M/s Almonds Global Infra Consultant Ltd	India	M/s Nippon Koei Co. Ltd	Joint venture	Japan
			M/s Infraplus Consulting pvt Ltd		India
			M/s Nippon Koei India Pvt Ltd	Sub-consultants	India
			M/s Koei Africa Ltd		Kenya
5.	M/s Kyong Dong Engineering Co. Ltd (KDEC) Korea	South Korea	M/s CHEIL Engineering Co. Ltd	Joint venture	South Korea
			M/s Kiri Consult Ltd	Sub-consultant	Kenya

No.	Firm / Lead Firm Name	Country of Origin (Lead Firm)	Associate/JV Firm (s)	Nature of Submission (Sole / JV / Sub-Consultancy)	Country of Origin (Associate)
			M/s Global Infrastructure Consulting Engineers (GLINCE Ltd)	Sub-consultants	Kenya
6.	M/s Kunhwa Engineering & Consulting Co. Ltd	South Korea	M/s CAS Consultants Ltd	Sub-consultant	Kenya

4. It is not permissible to transfer this RFP to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant (i) transfers this RFP to any other firm or (ii) drops a joint venture (JV) member without the Client's prior consent, which is given only in exceptional circumstances, e.g., when a JV member is sanctioned or has been declared bankrupt or an occurrence of force majeure.
5. A firm will be selected under Quality and Cost Based Selection method procedures and in a : Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's [Procurement Instructions for Recipients](#) (PIR), which can be found at the following website: www.aiib.org

The RFP includes the following sections:

Section I – Request for Proposal Letter

Section II – Instructions to Consultants and Data Sheet

Section III – Technical Proposal *FTP* - Standard Forms

Section IV – Financial Proposal - Standard Forms

Section V – Eligible Countries

Section VI – Prohibited Practices

Section VII – Terms of Reference

Section VIII – Standard Form of Contract - Lump-Sum

Section IX – Notification of Intention to Award Form and Beneficial Ownership Disclosure Form

6. Please inform us by **25th September, 2026** in writing at **Kenya National Highways Authority, P.O Box 49712-00100, Nairobi** or by e-mail procurement@kenha.co.ke and ppp@kenha.co.ke:

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

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

7. Attention is drawn to the ITC 32.1 requiring the Client 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,

Richard Kilel
DEPUTY DIRECTOR - SCM

Section II. Instructions to Consultants and Data Sheet

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 Asian Infrastructure Investment Bank (AIIB).
- (d) “Recipient” means the beneficiary of Bank financing for a Project, which is responsible for the procurement of the goods, works and services required for the Project.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices.
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to overwrite, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day.” A Business Day is any day that is an official working day of the Recipient. It excludes the Recipient’s official public holidays.

- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Client’s country.
- (l) “In writing” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic procurement system used by the Client) with proof of receipt.
- (m) “Joint Venture” 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 Joint Venture, and where the members of the Joint Venture are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section II of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “Non-Key Expert” 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 CV is not evaluated individually.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) “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.

- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TOR)” (the Section VII of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant and expected results and deliverables of the assignment.
- (w) “ESHS” means environmental, social, health and safety.

2. Introduction

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

3. Conflict of Interest

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

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

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

a. Conflicting Activities

(i) **Conflict between consulting activities and procurement of goods, works or non-consulting services.** A firm that has been engaged by the Client to provide goods, works or non-consulting services for a project, or any of its Affiliates (that directly or indirectly controls, is controlled by, or is under common control with the firm), 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, works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-consultants), or any of its Affiliates (that directly or indirectly controls, is controlled by, or is under common control with the firm), shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) **Relationship with the Client's staff.** A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Recipient (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing, or any other beneficiary 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.

- (iv) **Relationship with the Client.** A Consultant cannot be an affiliate of the Client unless it can be demonstrated that there is no a significant degree of common ownership, influence or control between the Client and the Consultant, and that the Consultant would not be placed in a position where its judgement in the execution of the assignment may be biased.
- (v) Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. **Unfair Competitive Advantage**

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

5. **Prohibited Practices**

- 5.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. **Eligibility**

- 6.1 The Bank 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), subcontractors, service providers, suppliers and/or their employees meet the eligibility

requirements as established by the Bank in the applicable Procurement Instructions.

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 Policy on Prohibited Practices as described in Section 6, Prohibited Practices, shall be ineligible to be shortlisted for, submit proposals for or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

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

(i) as a matter of law or official regulations, the Recipient'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

(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient'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 Recipient'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 carrying out or are established for a business purpose, and are operating on a commercial basis; (ii) are financially and managerially autonomous; (iii) are not controlled by the government on day-to-day management and (iv) are not under the supervision of the Client or its procuring agency.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Recipient'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 Recipient.

**e. Recipient
Debarment**

6.3.5A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Recipient's request, is satisfied that the debarment; (a) relates to fraud or corruption or other prohibited practices 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 IV).

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. However, this does not limit: (a) the inclusion of the same Sub-consultant in more than one Proposal for the same contract; or (b) the ability of one Consultant to be a Sub-consultant in another Proposal for the same contract.

12. Proposal Validity

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

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

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

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

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original

Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
- c. Subcontracting**
- 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) and the Client's estimated total cost of the assignment. 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 III 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 III of the RFP.

**16. Financial
Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section IV 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 by the Client until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the Bank issues its "no objection", if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline

except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

23.1 After the technical evaluation is completed and the Bank has issued its "no objection" (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR, or did not meet the minimum qualifying technical score, advising them the following:

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

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

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

- (iv) Notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
 - (i) Their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score.
 - (ii) Provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion.
 - (iii) Their Financial Proposal will be opened at the public opening of Financial Proposals.
 - (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2, unless otherwise a shorter period is indicated in the **Data Sheet**.
- 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 breakdown 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 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 Based Selection**
- 27.4 In the case of Least Cost Based 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 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 prerequisite 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 (TOR), 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 QBS, and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the

Financial Form FIN-3: Financial Negotiations –
Breakdown of Remuneration Rates.

**29. Conclusion of
Negotiations**

- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

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

**31. Notification of
Intention to
Award**

- 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (i) The name and address of the Consultant with whom the client successfully negotiated a Contract.
 - (ii) The contract price of the successful Proposal.
 - (iii) The names of all Consultants included in the short list, indicating those that submitted Proposals.
 - (iv) Where the selection method requires, the price offered by each Consultant as read out and as evaluated.

(v) The overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant.

(vi) The final combined scores and the final ranking of the Consultants.

(vii) A statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in item (f) above already reveals the reason.

(viii) The expiry date of the Standstill Period.

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

32. Notification of Award

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

Contract Award Notice

Within ten (10) Business Days from the date of Notification of Award, the Client shall publish the Contract Award Notice, as indicated in the **Data Sheet**, 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) Name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

(f) Successful Consultant's Beneficial Ownership Disclosure Form, if specified in **Data Sheet** ITC 32.1.

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

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 Contract Award Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension

thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

35. Procurement-Related Complaint

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

Section II. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	Republic of Kenya
2.1	Name of the Client: Kenya National Highways Authority Method of Selection: Quality and Cost Based Selection as per the AIIB Procurement Instructions for Recipients.
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Consulting Services for Technical Feasibility Study for Mau Summit – Eldoret- Malaba (A8) Road for Implementation on a PPP Basis.
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 30th September 2026 Time: 1100 Hours East African Time (EAT) Venue: Virtual meeting, link to be shared before 30 th September, 2026
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals (i) Pre-Feasibility Study Report for Upgrading the Mau Summit – Eldoret – Malaba Road on a PPP Basis
4.1	Pre-Feasibility Study Report for Upgrading the Mau Summit – Eldoret – Malaba Road on a PPP Basis will be provided to all shortlisted Consultants.
6.3.1	A list of debarred firms and individuals is available at the Bank’s website: www.aiib.org/debarment

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 FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6 (6) TECH-7 (7) Code of Conduct (ESHS) AND 2nd Inner Envelope with the Financial Proposal (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required. Yes. In competing for (and, if the award is made to us, in executing) the Contract), we undertake to observe the Laws fraud and corruption, including bribery, in force in the county of the Client.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.

	No.
12.1	Proposals must remain valid for 120 days after the proposal submission deadline.
13.1	Clarifications may be requested no later than 14 days prior to the submission deadline. The contact information for requesting clarifications is: The contact information for requesting clarifications is Director (PPP), KeNHA E-mail: ppp@kenha.co.ke, and procurement@kenha.co.ke
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes, upon prior approval of the Client. Or (b) other shortlisted Consultants: No
14.1.3 (use for time-based contracts only)	The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 78 person-months. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	The reimbursable expenses are: (i) A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services.

	(ii) Cost of travel by the most appropriate means of transport and the most direct practicable route. (iii) Cost of office accommodation, including overheads and back-stop support. (iv) Communications costs. (v) Cost of purchase or rent or freight of any equipment required to be provided by the Consultants. (vi) Cost of reports production (including printing) and delivery to the Client. (vii) Cost of specified support staff required (viii) Other allowances where applicable and provisional or fixed sums (if any). (ix) Allow a Lump Sum of Kshs.10 Million for Project Implementation Support and site visits (x) Allow a Lump Sum of Kshs.5 Million for on the job knowledge transfer to Client Counterpart staff (xi) Cost of such further items required for purposes of the Services not covered in the foregoing. (8) [insert relevant type of expenses, if/as applicable]
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in the Client's country can be found at the Kenya Revenue Authority. Their www.revenue.go.ke. Please note that the Withholding Tax is a Direct tax in Kenya. This tax should therefore, be deemed to be included in your Financial Proposal. Withholding Tax is not an Indirect tax to be negotiated as per Clause 25.1 of this data Sheet
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 Copy; and a softcopy in an uneditable format such as pdf on USB flashdisk (b) Financial Proposal: one (1) original.
17.7 and 17.9	The Proposals must be submitted no later than: Date: 6th November, 2026 Time: 1100 Hours East African Time (EAT) The Proposal submission address is: <u>Deputy Director, Supply Chain Management</u> <u>Barabara Plaza, Block C, 2nd Floor, North Wing, Tender Box,</u> <u>Jomo Kenyatta International Airport (JKIA) off Airport South Road, along Mazao Road, Nairobi</u>
19.1	An online option of the opening of the Technical Proposals is offered: No The opening of the Technical Proposals shall take place at: Barabara Plaza, Block C, 2nd Floor Boardroom, Jomo Kenyatta International Airport (JKIA), Airport South Road along Mazao Road, Nairobi. Date: 6th November, 2026 Time: 1100 Hours East African Time (EAT)
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals The number of copies of Technical Proposals submitted by each bidder and whether there is a sealed Financial Proposal accompanying the Technical Proposal

21.1 (for FTP)	Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposals: The evaluation shall generally comprise the following stages: 1. Preliminary Examination. 2. Eligibility Assessment. 3. Technical Evaluation. A) Preliminary Examination The Client shall first determine whether the proposal: • was submitted before the deadline; • is properly signed; • contains all required forms; • includes the required securities (if applicable); • substantially complies with the Request for Proposal (RFP). Proposals failing the preliminary examination may be rejected. B) Eligibility Criteria The Consultant shall demonstrate: • Legal eligibility to contract; • Absence of conflicts of interest; • Financial capability; • Tax compliance; • Professional registration where applicable; • Absence of debarment by international financial institutions; • Compliance with anti-corruption requirements. C) Technical Evaluation <u>Points</u> (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: <table border="0"> <tr> <td>(i) General PPP Experience</td> <td>5</td> </tr> <tr> <td>(ii) Highway PPP Experience</td> <td>5</td> </tr> <tr> <td>(iii) Tolling Infrastructure & Systems Experience</td> <td>4</td> </tr> <tr> <td>(iv) ESIA Experience</td> <td>4</td> </tr> <tr> <td>(v) Climate Assessment</td> <td>3</td> </tr> <tr> <td>(vi) toll road project at least one (1) in Africa</td> <td>1</td> </tr> <tr> <td>(vii) DFI-funded Projects</td> <td>2</td> </tr> <tr> <td>(viii) Kenyan Experience</td> <td>1</td> </tr> </table> Total points for criterion (i): [25] (ii) Understanding of the Assignment • Understanding of project objectives; • Understanding of the Technical Feasibility Study;	(i) General PPP Experience	5	(ii) Highway PPP Experience	5	(iii) Tolling Infrastructure & Systems Experience	4	(iv) ESIA Experience	4	(v) Climate Assessment	3	(vi) toll road project at least one (1) in Africa	1	(vii) DFI-funded Projects	2	(viii) Kenyan Experience	1
(i) General PPP Experience	5																
(ii) Highway PPP Experience	5																
(iii) Tolling Infrastructure & Systems Experience	4																
(iv) ESIA Experience	4																
(v) Climate Assessment	3																
(vi) toll road project at least one (1) in Africa	1																
(vii) DFI-funded Projects	2																
(viii) Kenyan Experience	1																

- Understanding of Kenyan PPP legislation;
- Understanding of market conditions;
- Appreciation of project risks.
- Comments on the ToR

Total points for criterion (ii): [5]

(iii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR):

- (a) Methodology 8
- (b) Work Plan 4
- (c) Programme Management 4
- (d) Stakeholder Engagement 2
- (e) Innovation 2

Total points for criterion (iii): [20]

(iv) Technical Approach and Innovation

Technical Approach and Innovation

- Innovation in PPP structuring;
- Digital engineering;
- PPP output specification techniques;
- Asset management;
- Climate resilience;
- ESG integration;

Total points for criterion (iv): [10]

(v) (Key Experts' qualifications and competence for the Assignment:)

1. K – 1: Team Leader Team Leader / Highway Planning and Design Engineer [12]

- A master's degree in Civil engineering or related field and at least 15 years, or a bachelor's degree in civil engineering, of highly relevant experience in the transport infrastructure Highway Planning and Design, operation & maintenance projects
- He/She must be accredited by a relevant official professional body in any country and be in good standing. The consultant may also be required to obtain the corresponding local accreditation, such as registration with the Engineers Board of Kenya, prior to contract signing.
- Strong understanding of Kenya's infrastructure sector policies.
- Experience in toll road/highway projects will be an additional merit.

	• Experience of working in Kenya or in the region in a team leader position is strongly preferred. • Proven experience working with government agencies and multilateral development banks is preferred. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.
2.	K – 2: Deputy Team Leader / Senior Highway Engineer [9] • Must have a university degree in Civil Engineering or related field, with a relevant post-graduate qualification in road or highway engineering. • He/She must be accredited by a relevant official professional body in any country and be in good standing. The consultant may also be required to obtain the corresponding local accreditation, such as registration with the Engineers Board of Kenya, prior to contract signing. • Possess a minimum of 15 years for bachelor's degree or 12 years for post-graduate qualification in road or highway engineering, demonstrated experience in major Highway projects implementation including costing and specification. • Relevant qualifications and experience in major road designing, road project management, operations, and maintenance of PPP projects in general, and in Africa in particular. • Demonstrated experience in: Highway geometric design, Interchanges, roadside amenities, corridor planning, Road safety considerations • Familiarity with international and national design standards (AASHTO, Eurocodes, BS, or equivalent). • Proficiency in relevant highway design software (e.g., Civil 3D, OpenRoads, MX Road, InfraWorks or equivalent). • Experience in feasibility studies, detailed design, and preparation of tender documents for highway projects. • Experience working on IFI-funded projects (e.g., World Bank, AfDB, ADB) is an added advantage. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.
3.	K – 3: traffic & Transport Planner/ Transport Economist [8] • University degree Engineering, transport planning, Economics, or related field with, optionally, relevant post-graduate qualification in transport planning.

	• He/she must be accredited by a relevant official body in any country and in good standing and may be required to attest the said accreditation to be granted corresponding local accreditation. • 15 years demonstrated experience in traffic data collection and analysis, transport planning, corridor traffic modeling and travel demand forecast modelling, traffic engineering, and management. • Demonstrated expertise in Capacity analysis and Level of Service (LOS) assessment, Development of traffic management and road safety measures, Tolling and traffic revenue assessments (desirable for PPP projects) • Experience with traffic modelling software including HDM • Familiarity with relevant standards and methodologies (HCM, AASHTO, PIARC, local standards, etc.). • Experience in feasibility studies and master planning for major transport corridors. • Relevant qualifications and experience in urban roads transport planning and traffic engineering in general, and in Africa in particular. • Experience with IFI-funded projects (World Bank, AfDB, ADB, AIIB, etc.) is an advantage. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations. 4. K-4 Material/Geotechnical/Pavement Engineer [8] • Degree in, Civil Engineering, or geotechnical or pavement Engineer or related (Master's degree preferred). • Minimum of 10 years' and demonstrate high level of experience in road/infrastructure works as a materials/geo-technical engineer pavement evaluation for road, bridge, or other large infrastructure projects. • Demonstrated experience in pavement condition assessment, structural evaluation, materials testing, and geotechnical field investigations. • Proven expertise in design and analysis of pavement structures, subgrade stabilization, and geotechnical risk assessment. • Familiarity with international design standards (e.g., AASHTO, ASTM, Eurocodes) and relevant local standards. • Experience working on donor-funded/IFI projects (e.g., WB, AfDB, ADB) is an added advantage.
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	• Professional accreditation or eligibility for registration with a recognized engineering body (e.g., Engineers Board of Kenya or equivalent) is preferred. • Experience on projects within Kenya or the East African region will be considered a distinct advantage.
5.	K – 5: Bridge and structural Engineer [8] • A Bachelor's degree in Civil/Structural Engineering or a related field (Master's degree preferred), with at least 10 years of demonstrated experience in the planning, design, assessment, and rehabilitation of bridges and structural elements for major transport infrastructure projects. • Proven experience in structural analysis, bridge load rating, and design of new and replacement bridge structures. • Extensive knowledge in structural condition assessments, strengthening/retrofitting works, and materials engineering (concrete, steel, prestressed structures). • Familiarity with international standards and codes (e.g., AASHTO, Eurocodes, BS, ASTM) and relevant national codes. • Experience with bridges on highways or major transport corridors, including work on river crossings, interchanges, overpasses, and culverts. • Proficiency in structural design software • Prior experience working on IFI-funded projects (e.g., World Bank, AfDB, AIIB, ADB) is an added advantage. • Professional accreditation or eligibility for registration with a recognized engineering body (e.g., Engineers Board of Kenya or equivalent) is preferred. • Experience on projects within Kenya or the East African region will be considered a distinct advantage.
6.	K – 6: Hydrologist / Drainage Engineer [8] • Degree in Hydrology, Water Resources Engineering, Civil Engineering, or Environmental Engineering (Master's degree preferred). • Minimum of 8 years' experience in hydrological and water resources assessments for road, bridge, or other large infrastructure projects. • Proven experience in rainfall-runoff modelling, flood-risk assessment, stormwater management, and drainage system design.

	• Familiarity with Kenya's Water Act (2016), EMCA (Cap 387), and regulations of the Water Resources Authority (WRA). • Demonstrated ability to use GIS-based hydrological mapping tools and integrate findings into ESIA's and design reviews. • Experience on projects within Kenya or the East African region will be considered a distinct advantage.
	7. K – 7: Tollway Engineer / Operations Expert [6] • Possess a university degree in Engineering or related field, with a relevant post-graduate qualification in transport or highway engineering. • He/she must be accredited by a relevant official body in any country and in good standing and may be required to attest the said accreditation to be granted corresponding local accreditation. • Have a minimum of 15 years demonstrated experience in similar toll road design and cost estimation. • Relevant qualifications and experience in tollway management, operations, and maintenance projects in general, and in Africa in particular. • Proven experience in planning, design, and/or implementation of modern tolling systems, including Electronic Toll Collection (ETC), Open Road Tolling (ORT) / Multi-lane Free-flow tolling, Manual tolling systems and hybrid systems, Toll Plaza layout and operations Experience in toll policy, revenue modeling, Demand Elasticity Analysis, Toll System Design, and operations optimization. • Knowledge in Intelligent Transport Systems (ITS), traffic control centers, and highway operations and maintenance strategies. • Familiarity with cybersecurity and data management considerations for tolling systems (advantageous). • Experience with International Financial Institution (IFI)–funded projects (e.g., World Bank, AfDB, ADB, AIIB) is an added advantage. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.
	8. K – 8: Road safety expert [4] • A Master's degree in Transportation or Highway Engineering or related, with at least 8 years of relevant professional experience in road safety analysis and design integration.

	• Demonstrated experience in Conducting Road Safety Audits (RSA) and Road Safety Impact Assessments (RSIA) at feasibility, design, and construction stages. • Identifying hazardous road locations and developing engineering countermeasures. • Integrating safety principles in highway geometric design, intersections, and non-motorized transport (NMT) facilities. • Reviewing crash data and performing black spot analysis. • Preparing safety management plans and capacity-building programs for implementing agencies. • Familiarity with international and regional road safety standards and guidelines (e.g., IRF, PIARC, iRAP, AASHTO, ISO 39001). • Certification as a Road Safety Auditor or formal training in road safety auditing is a strong advantage. • Experience with IFI-funded projects (World Bank, AfDB, ADB, AIIB, etc.) and alignment with Vision Zero or Safe System approaches. • Membership or eligibility for registration with a recognized professional institution (e.g., Engineers Board of Kenya, Institution of Highways and Transportation (IHT), or equivalent). 9. K – 9: Environmental and Social Expert [6] • Master's degree in Environmental Science, Environmental Engineering, or a related field. • Minimum of 15 years' experience in environmental and social impact assessment for major infrastructure projects, preferably highways or PPPs. • Registered as a Lead Expert with the National Environment Management Authority (NEMA) and in good standing. • Proven experience in undertaking ESIA assignments in at least five (5) large infrastructure project of a similar scale, scope and complexity (Requiring RAP, Livelihood restoration and social safeguards instruments). • Demonstrated experience in leading multidisciplinary ESIA and RAP studies, preparing ESMPs, and ensuring compliance with EMCA (Cap 387) and international safeguard policies (AIIB/World Bank/IFC). • Proven track record of managing stakeholder engagement processes and coordinating with government institutions and development partners.
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	• Excellent report writing, analytical, and project management skills.
10.	K – 10: Social Development / Resettlement Specialist [6] • Degree in Sociology, Anthropology, Development Studies, or a related social science discipline (Master's preferred). • Minimum of 7 years' experience in conducting social impact assessments and resettlement planning for road or infrastructure projects. • Proven experience in successfully undertaking at least five (5) Social Impact Assessment (SIA) and/or Resettlement Action Plan (RAP) assignments for large infrastructure or transport projects. • Experience in community engagement, stakeholder mapping, and grievance redress mechanisms. • Familiarity with Kenya's social safeguards framework and World Bank OP 4.12 / AIIB ESS2 & ESS5 on Involuntary Resettlement. • Demonstrated ability to design and implement socio-economic surveys and analyze livelihood impacts.
11.	K – 11: Climate Change Specialist [4] • A Master's degree in Climate Change, Environmental Engineering, Civil Engineering or a related discipline. • Minimum of 10 years of relevant professional experience in climate change adaptation, climate risk assessment, and climate-resilient infrastructure design. • Proven experience in successfully undertaking at least at least five (5) projects involving climate risk assessments or climate-resilient design of roads, bridges, or other infrastructure, with experience on internationally funded projects being highly desirable. Proficiency in climate modelling, GIS, hydrologic and hydraulic analysis, and familiarity with IPCC guidance and international climate resilience frameworks is required. • Proven experience in aligning projects with the mitigation and adaptation goals of the Paris Agreement. Specific experience applying methodology for mitigation and adaptation • Demonstrated expertise in qualifying projects for climate adaptation finance and climate mitigation finance according to the Joint Multilateral Development Banks (JMDB) common principles and, where applicable, AIIB's proportional approach for adaptation finance.

	• Familiarity with IPCC guidelines, international climate adaptation frameworks, disaster risk reduction, and environmental and social safeguards. • Familiarity with Kenya's climate policy and regulatory framework, 12. K – 12: Ecologist [3] • Degree in Ecology, Environmental Biology, Natural Resources Management, or a related field (Master's preferred). • Minimum of 7 years' experience in ecological and biodiversity assessments, especially for large-scale transport or infrastructure projects. • Proven experience in successfully undertaking at least five (5) ecological or biodiversity assessment assignments, including flora and fauna surveys, habitat mapping, and biodiversity impact evaluations. • Demonstrated expertise in flora and fauna surveys, habitat mapping, and biodiversity impact assessments. • Familiarity with IUCN Red List species, biodiversity offset principles, and Kenyan wildlife and forestry legislation. • Ability to develop and monitor biodiversity management and conservation measures within ESMPs. • Demonstrated experience identifying wildlife movement corridors and crossing points and designing associated mitigation measures (e.g., wildlife crossing structures, exclusion fencing) in consultation with national wildlife authorities, and familiarity with ecosystem services assessment. 13. K – 13: Surveyor & GIS Expert [6] • Bachelor's degree in Surveying, Geomatics, Geography, or related field; professional certification in GIS and remote sensing preferred. • At least 7 years' experience in spatial data management, mapping, land use analysis, and preparation of GIS-based impact maps for ESIA's or infrastructure projects. • Proven experience in successfully undertaking at least five (5) GIS, topographic, or route survey assignments for highways, bridges, or large-scale infrastructure projects. • Skilled in GPS data collection, spatial data management, digital terrain models (DTM), DEM/DSM processing, and LiDAR data interpretation using ArcGIS or QGIS.
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- Experience on mapping, and spatial database development and Unmanned Aerial Vehicle (UAV)/drone mapping is an added advantage
- Experience in integrating GIS data with environmental and social baseline information and producing high-quality cartographic outputs for ESIA reports.
- Demonstrated experience in Topographic and route surveys for highways and bridges, Geodetic control establishment and GPS/GNSS surveying,
- Proficiency in modern surveying tools and software such as Total Station, GNSS/GPS systems, LiDAR scanners, and related processing tools.
- Competency in GIS software such as ArcGIS, QGIS, Global Mapper, Civil 3D, or equivalent.
- Knowledge of international and national survey standards for infrastructure development.
- Experience working on feasibility/PPP road corridor projects is preferred.
- Membership or eligibility for membership with a recognized professional surveying/geospatial institution (e.g., Institution of Surveyors of Kenya —ISK or equivalent) is an advantage.

14. K – 14: Land Valuer/ Valuation expert [6]

- A Bachelor's degree in Land Economics, Real Estate, Property Valuation, or a related field, with at least 10 years of relevant professional experience in land acquisition, property valuation, and compensation for major infrastructure projects.
- Demonstrated experience in land and property valuation for infrastructure corridors, including highways, railways, and utilities.
- Proven experience in successfully undertaking at least five (5) land acquisition and property valuation assignments for large infrastructure corridors such as highways, railways, or utility projects.
- Preparation of compensation schedules and participation in Resettlement Action Plans (RAPs).
- Familiarity with land acquisition procedures and valuation methodologies in accordance with Kenyan legislation and international standards.
- Coordination with survey, legal, and social teams to support right-of-way (ROW) determination and acquisition.

	• Assessment of socio-economic impacts and valuation of affected assets (land, buildings, crops, trees, etc.). • Knowledge of international standards, including the International Valuation Standards (IVS) and World Bank/IFC safeguard policies on involuntary resettlement. • Experience with IFI-funded projects (e.g., World Bank, AfDB, ADB, AIIB) is an added advantage. • Registration or eligibility for registration with a recognized professional body such as the Institution of Surveyors of Kenya (ISK) — Valuation and Estate Management — or an equivalent national institution is preferred.
15.	K – 15 Utility Engineer [3] • Bachelor's degree in Civil, Electrical, Mechanical, Utility Engineering, or a related engineering discipline. A Master's degree is an added advantage. • Minimum 10 years of professional experience in utility investigations, utility coordination, relocation design, and management of utility infrastructure for road, railway, or urban infrastructure projects. • Experience in utility mapping, utility conflict analysis, relocation design, coordination with utility service providers, preparation of utility relocation plans, and GIS/CAD applications. • Familiarity with utility standards, health and safety requirements, and utility coordination procedures for infrastructure projects • Identify and assess existing utilities, coordinate with utility agencies, prepare utility relocation designs and cost estimates, resolve utility conflicts, and support construction supervision of utility works. • Added Value (Kenya): Knowledge of Kenya's utility sector and regulatory framework, including the Wayleaves Act, Energy Act, 2019, Water Act, 2016, and experience coordinating with the relevant agencies
16.	K – 16: Electrical Engineer [3] • A Bachelor's degree in Electrical Engineering, Power Systems Engineering, or a related field, with at least 8 years of relevant experience in the design, installation, and maintenance of street

	lighting and electrical systems for major road or urban infrastructure projects; (Master's degree preferred). • Demonstrated experience in: • Planning and design of street lighting systems, including layout design, luminaire selection, and power distribution, • Preparation of technical specifications, cost estimates, and specification for lighting systems. • Design of energy-efficient and smart lighting systems, including LED and solar-powered solutions. • Coordination of electrical utilities along highways, interchanges, and urban corridors. • Compliance with national electrical codes and international standards (e.g., IEC, IEEE, BS, EN, or equivalent). • Familiarity with smart city technologies, lighting control systems, and renewable energy integration. • Experience in infrastructure feasibility studies and PPP projects is an added advantage. • Proficiency in relevant design software (e.g., Dialux, Relux, AutoCAD, or equivalent). • Registration or eligibility for registration with a recognized professional engineering body (e.g., Engineers Board of Kenya or equivalent) is preferred. Total points for criterion (v): [35] The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): __7% 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): __10% Total weight: 100 % (vi) Proof of involvement of at least 50% local staff in the assignment Total points for criterion (vi): (5)] Total points for the five criteria (i) – (vi): 100
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	The minimum technical score (St) required to pass is: <u>80</u>
23.3	Opening of Financial Proposals The opening date shall be on notice and within seven (7) business days from the date of notification of the results of the technical evaluation.
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.
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 (KShs) The official source of the selling (exchange) rate is: Central Bank of Kenya The date of the exchange rate is: <u>Deadline date of proposals submission.</u>
27.1 (QCBS only)	The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100.

	The formula for determining the financial scores (S_f) of all other Proposals is as following: $S_f = 100 \times F_m / F$, in which “S_f” is the financial score, “F_m” is the lowest price and “F” the price of the proposal under consideration. 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 (S_t) and financial (S_f) scores using the above weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T \% + S_f \times P \%$
D. Negotiations and Award	
28.1	Expected date and address for contract negotiations: Date: To be determined Address: 2nd Floor Boardroom, Block C, Barabara Plaza, Jomo Kenyatta International Airport (JKIA) off Airport South Road, along Mazao Road, Nairobi
32.1	The template for publication of contract award is available on the Bank’s website: https://www.aiib.org/en/opportunities/business/project-procurement/_download/Template_Contract-Award-Notice_Consulting-Services.pdf. The successful Consultant shall submit the Beneficial Ownership Disclosure Form.
34.2	Expected date for the commencement of the Services: Date: December, 2026 at project site
35.1	The procedures for making a Procurement-Related Complaint are detailed in the Bank’s Procurement Instructions for Recipients (Annex IV). 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 In summary, a Procurement-Related Complaint may challenge any of the following: 1. The terms of this Request for Proposals. 2. The Client's decision to exclude a Consultant from the procurement process prior to the award of contract. 3. The Client's decision to award the contract.
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Section III. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets throughout Section III 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 Joint Venture member, and a power of attorney for the representative of the lead member to represent all Joint Venture members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ESHS)	

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 **Consultancy Services for Technical Feasibility Study for Mau Summit-Eldoret-Malaba (A8) Road for Implementation on a PPP Basis**. 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 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 in a joint venture consisting of: [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 Joint Venture is already formed, “of the Joint Venture agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.

- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We 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 Prohibited Practices 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 or recognized by the Bank. 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) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) Except as stated in the 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.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We acknowledge that the Appendix to the Technical Proposal Submission Form – Covenant of Integrity, form part of this Proposal Submission Form.

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 Joint Venture'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}

Appendix to the Technical Proposal Submission Form

Covenant of Integrity

To: _____Kenya National Highways Authority_____

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture members, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined In Section VI – Prohibited Practices) in connection with the procurement process or in the execution or supply of any works, goods or services for [*insert the name of the Contract*] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

Name of Recipient	Address	Reason(s)	Amount

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture members, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representative of a joint venture member, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice during the ten years preceding the date of this Covenant;

- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture members, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, Asian Infrastructure Investment Bank, Asian Development Bank, African Development Bank Group, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
- (v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Clause (i), (ii), (iii) or (iv) are provided below:

Name of Entity Required to be Disclosed	Reason for Disclosure is Required ¹

We understand that a misrepresentation in relation to or an omission to provide full disclosure of the information as required by this Covenant may result in the rejection of the tender and it may also lead to actions to be taken as set out in accordance with the Bank's Policy and the Directive on Prohibited Practices.

At any time following the submission of our tender, we shall permit, and shall cause our JV members, as well as our directors, employees, agents, Subcontractors and any other third parties engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy all accounts, books, records, and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorized to sign for and on behalf of:	
Date:	

¹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any prohibited conduct in connection with the procurement process for the Contract.

FORM TECH-2**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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

A - Consultant’s Organization

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

B – Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by a 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 and Country of Assignment	Approx. Contract Value (in USD 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., USD1 million/USD0.5 million}	{e.g., Lead partner in a Joint Venture 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., USD0.2 million/USD0.2 million}	{e.g., sole Consultant}

FORM TECH-4**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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

{Suggested structure of your Technical Proposal}

(a) ***Technical Approach, Methodology and Organization of the Consultant's Team.***

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach and the methodology you would adopt for implementing the tasks [***Note to Client: add the following for supervision of civil works contracts:*** including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR 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**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

TEAM COMPOSITION, ASSIGNMENT AND KEY EXPERTS' INPUTS

	Name	Expert's Input (in person/month) per each Deliverable (listed in TECH-5)									Total Time-Input (in Months)		
		Position	D-0	D-1	D-2	D-3		D-n			Home	Field	Total
KEY EXPERTS													
K-1	{e.g., Mr. Abbbb}	Team Leader]	[Homes] [Fields]	[month] .5 m]	.0]	.0]							
K-2													
K-3													
n													
Subtotal													
NON-KEY													
N-1			Homes] [Fields]										

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE

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. Hbbbbbb, 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 curriculum vitae (CV) correctly describes myself, my qualifications and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

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

FORM TECH-7**Code of Conduct
Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in **the Terms of Reference described in Section VII.**

Section IV. 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 II.

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, or CQS method, or SSS method where cost is not an evaluation factor.

FIN-4 Breakdown of 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 Joint Venture'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				
Remuneration – Key Experts				
Remuneration – Non-Key Experts				
Reimbursable Expenses				
<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>				

Note: 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.

No.	Name	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}
	Position (as in TECH-6)						
KEY EXPERTS							
K-1		Home					
		Field					
K-2		Home					
		Field					
K-3		Home					
		Field					
Sub-Total Remuneration for Key Experts							
NON-KEY EXPERTS							
N-1		Home					
		Field					
N-2		Home					

No.	Name	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}
	Position (as in TECH-6)							
		Field						
N-3		Home						
		Field						
Sub-Total Remuneration for Non-Key Experts								
Total Remuneration								

Appendix A:¹ 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 Request for Proposal (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, 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

¹This Appendix A, including the following Sample Form and the Consultant's Representations Regarding Costs and Charges (Model Form I), is only used in the case of QBS method, or CQS method, or SSS method where cost is not an evaluation factor.

public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

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

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

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

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

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

case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Y ear	Social Charge s ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Ho ur	Proposed Fixed Rate per Working Month/Day/Ho ur 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.

No.	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}							
	Project Implementation Support and site visits	Lump Sum						110,000,000.00
	knowledge tranfer for for Client Counter part staff							5,000,000.00
Total Reimbursable Expenses								

** “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 V. 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 (i): _____ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

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

Section VI. Prohibited Practices

(This Section VI shall not be modified)

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. **Definitions.** In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (a) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
 - (b) “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (c) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (d) “**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (e) “**Misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard.
 - (f) “**Obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information.
 - (g) “**Theft**” means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and

concessionaires selected pursuant to paragraph 14.3 of the Bank's Procurement Instructions for Recipients, as well as the Recipient, shall fully cooperate with the Bank (or a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

Section VII. Terms of Reference

Introduction

The Government of Kenya (GoK), through the KeNHA, intends to procure consulting services to undertake a comprehensive feasibility study and preliminary engineering design for the capacity enhancement of approximately 243 km Mau Summit–Malaba (A8) Highway project. The assignment will establish the technical, economic, environmental, social and institutional feasibility of the investment and provide sufficient engineering definition to support investment decision-making, budgeting and subsequent detailed design and procurement.

These Terms of Reference define the scope of professional services to be provided by the Consultant for the preparation of a comprehensive Technical Feasibility Study and Preliminary Engineering Design.

The ToR establishes the minimum technical requirements for the assignment and forms part of the Request for Proposals (RFP).

Guiding Principles

The Consultant shall undertake the assignment in accordance with the following principles:

- **Technical Excellence**
Apply internationally recognized engineering practices and appropriate innovation.
- **Sustainability**
Promote environmentally sustainable, socially inclusive, and climate-resilient infrastructure.
- **Value for Money**
Identify technically sound and lifecycle cost-effective engineering solutions.
- **Climate Resilience**
Integrate climate adaptation and resilience into all engineering assessments.
- **Safety**
Apply Safe System principles to improve road safety and reduce crash risks.
- **PPP Readiness**
Develop technical outputs suitable for PPP project preparation

1. Background and Project Context

1.1 Background

Kenya's long-term development strategy, Vision 2030, is implemented through sequential five-year Medium-Term Plans and aims to transform the country into a middle-income economy offering a high quality of life to its citizens. Central to this vision is the modernization of infrastructure to boost competitiveness and improve livelihoods. Currently, the vision is pursued through the Fourth Medium-Term Plan (MTP IV), covering 2023-2027, laying out the strategic steps to transitioning Kenya into an upper-middle-income country. The plan identifies investments in infrastructure as a key priority.

In the infrastructure sector, the government has identified the need to enhance transport connectivity by constructing 6,000km of new roads, maintenance of rural and urban road networks, upgrading of rail, air and seaport facilities and services; expansion of communication and broadcasting systems; and increased investments in renewable energy generation and distribution.

The implementation of MTP IV will require an estimated KSh. 16,136 billion (around USD125 billion at prevailing exchange rates). To meet this funding requirement, the government seeks to mobilize resources from diverse financing sources, with Public-Private Partnerships (PPPs) targeted to deliver 12% of the investment gap —approximately KSh 1,936 billion (or USD 15 billion prevailing exchange rates). Through PPPs, the government aims to harness private sector capital, innovation, and efficiencies to accelerate the rollout of priority infrastructure.

As part of this strategy, the government has prioritized decongestion of its highways through Public Private Partnerships model for construction, operation and maintenance. Among the priority projects is the capacity enhancement of the Mau Summit – Malaba (A8) Road (the 'Project').

Following a financing request letter from the National Treasury of the Republic of Kenya, AIIB obtained a grant from the Multilateral Cooperation Center for Development Finance (MCDF) to procure the services of a consultant firm or consortium ("the Consultant") to undertake a technical, social and environmental feasibility study for the Project

The Asian Infrastructure Investment Bank (AIIB), a multilateral development bank established in 2016, finances sustainable infrastructure to foster development across its members. AIIB's Mission is to finance Infrastructure for Tomorrow (I4T), with a clear thematic focus on (i) green infrastructure (ii) connectivity and regional cooperation (iii) technology-enabled infrastructure and (iv) private capital mobilization.

AIIB and the Kenyan National Highways Authority (KeNHA) will jointly implement this grant, with overall supervision ensured by the Bank. KeNHA is recognized under the PPP Act Cap 430 (PPP Act) as the Contracting Authority responsible for identifying, developing, implementing, and monitoring PPP projects. The PPP Directorate of the National Treasury, which has a mandate to structure PPP projects, will support KeNHA in the development and implementation of the Project.

Under the implementation arrangements of the grant, the Kenya National Highways Authority (KeNHA), on behalf of the Government of the Republic of Kenya (GoK), seeks to procure consulting services of a firm to undertake technical feasibility studies and Preliminary Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP) for the

Mau Summit–Eldoret–Malaba Road Corridor to be prepared for delivery under a Public Private Partnership (PPP) framework.

KeNHA, with support from AIIB, has completed a pre-feasibility study for the upgrading of the 243 km Mau Summit–Eldoret–Malaba road from single to dual carriageway, to be delivered via a Public-Private Partnership. The pre-feasibility study screened the corridor, assessed engineering, traffic, economic, financial, environmental, social, and PPP structuring considerations at a preliminary level, and concluded that the Project should proceed to a detailed feasibility study. The pre-feasibility study relied substantially on secondary data, desk-based assumptions, and preliminary site observations. This detailed feasibility study is now required to validate these findings with primary survey data, resolve outstanding technical and financial uncertainties, and develop the Project to a level of technical, environmental, social readiness sufficient to support economic/ financial analysis and PPP structuring.

1.2 Project Description

Kenya's transport sector is a key driver of trade, regional integration, and economic growth. The country's more than 200,000-kilometer road network carries over 76% of all annual freight in the country.

The Mau Summit–Eldoret–Malaba Road Corridor is part of Kenya's strategic Northern Corridor (A104), one of East Africa's busiest trade routes. The corridor is a vital trade route carrying over 70% of the region's transit traffic and supporting significant domestic and regional economic activity. This road connects the Port of Mombasa to Uganda, Rwanda, South Sudan, and the DRC. As such, the corridor plays a vital role in facilitating regional trade, economic integration, and the movement of people and goods across East Africa. The corridor serves early 3000 daily trucks moving over 35 million tons of cargo annually. Freight volumes are expected to rise further with regional integration efforts like the African Continental Free Trade Area agreement (AfCFTA).

However, the section between Mau Summit and Malaba (approximately 240 km) experiences congestion, pavement distress, and safety challenges due to high volumes of heavy commercial vehicles. Due to poor road quality and congestion, transit between Mombasa and the Malaba border with Uganda has deteriorated from 71 hours in 2023 to 80 hours in 2025, which is well above Mombasa Port and Northern Corridor Community Charter set target of 40 hours to Malaba³. Furthermore, this corridor sees high accident rates with over 4000 annual road accident deaths, underscoring the need for infrastructure upgrades and improvements.

GoK, through the KeNHA, intends to upgrade and toll this section under a PPP model to improve service levels, operational efficiency, and corridor safety.

Considering the increasing transport demand and the operational challenges along the corridor, the Government of Kenya (GoK) intends to undertake the capacity enhancement of the approximately 243 km Mau Summit–Malaba (A8) Highway through appropriate traffic forecast and demand, and enhancing the level of service, incorporating an appropriate tolling system and adopting cost-effective engineering solutions that minimize impacts on local accessibility, communities, and existing transport networks

The project aims to improve the operational efficiency, safety, and resilience of the corridor by increasing traffic capacity, enhancing the level of service, reducing travel times, lowering vehicle

³ 2024 Performance Report, 20th Edition (April 2025), Northern Corridor Transport Observatory

operating and transport costs, and improving the reliability of freight and passenger movements. The project will also incorporate climate-resilient infrastructure, intelligent transport systems (ITS), road safety improvements, and modern asset management principles to ensure sustainable long-term operation.

The proposed highway upgrade will complement the upstream Nairobi -Mau Summit highway, which is currently under for expansion, thereby creating a continuous high-capacity transport corridor between Nairobi and the Kenya–Uganda border. Together, these investments will significantly enhance the efficiency and competitiveness of the Northern Corridor while supporting Kenya's national development objectives and regional integration initiatives under the East African Community (EAC).

In addition, the corridor forms part of the Trans-African Highway (TAH) Network, one of the nine strategic continental highway corridors promoted by the African Union to strengthen regional connectivity, facilitate intra-African trade, and support sustainable economic development across the continent. Upgrading the Mau Summit–Malaba Highway will therefore contribute not only to Kenya's transport infrastructure development but also to broader regional and continental integration objectives.

The implementing agency, (KeNHA), has secured the right-of-way for much of the corridor and is coordinating with the National Treasury and development partners to structure the project transparently. A Pre-Feasibility Study (Pre-FS) has been carried out for the target road using funding from AIIB. The Technical Feasibility Study that is being procured will build upon the findings of the Pre-FS, which will be made available to the winning bidder, upon completion

AIIB will independently procure a consultant for transaction advisory, including Project financial feasibility and bankability assessment, PPP structuring legal review, bid document preparation and bidding support. The transaction advisor's scope builds on the outputs of the Technical Feasibility Study (FS). The two consultants shall operate as part of a single, integrated PPP advisory team led by the Contracting Authority.

The Technical Feasibility Consultant shall provide engineering, traffic, lifecycle, and environmental inputs. The Financial / Transaction Advisor shall rely on these inputs for financial modelling, PPP structuring, and procurement. Technical Feasibility Consultant Procured first to establish an objective, bankable technical baseline then the transaction advisory consultant will be engaged before the FS consultant finalized the assignments, enabling both consultants to work iteratively to refine and develop their respective deliverables. This approach will help close coordination and active information sharing between both consultants.

1.3 Project Development Objectives

The proposed project seeks to achieve the following development objectives:

- Improve transport efficiency along the Northern Corridor.
 - Increase highway capacity to meet future traffic demand.
 - Enhance regional trade competitiveness.
 - Improve road safety.
 - Reduce travel time and vehicle operating costs.
 - Improve climate resilience of transport infrastructure.
 - Support sustainable economic development.
 - Encourage private sector investment in transport infrastructure.
-

- Promote environmentally and socially sustainable infrastructure development.

1.4 Purpose of the Assignment

The purpose of this consultancy is to undertake a comprehensive Technical Feasibility Study and Preliminary Engineering Design to determine the preferred technical solution for the proposed highway capacity enhancement.

The Consultant shall develop sufficient engineering definition to:

- Confirm the technical feasibility of the project;
- Assess engineering, environmental and social risks;
- Determine preliminary land requirements;
- Prepare preliminary engineering layouts;
- Develop preliminary lifecycle cost estimates;
- Support investment decision-making; and
- Provide technical inputs required for the subsequent project development process.

The level of engineering shall be appropriate for a feasibility study and preliminary engineering design and shall not extend to detailed engineering design or construction documentation.

1.5 Applicable Standards

The Consultant shall perform the assignment in accordance with:

- Applicable Kenyan laws and regulations;
- Ministry of Road and Transport (MoRT) standards;
- Kenya Road Design Manuals;
- Environmental Management and Coordination Act (EMCA);
- National Environment Management Authority (NEMA) regulations;
- AIIB Environmental and Social Framework;
- AIIB Climate Change Policy;
- Kenya Public Private Partnerships Act (Cap. 430);
- Applicable international engineering standards, including AASHTO and other internationally recognised good industry practice, where appropriate.

2. Objectives of the assignment

2.1 Overall Objective

The **overall objective of this assignment** is to undertake a comprehensive **technical feasibility, preliminary engineering design, and environmental and social feasibility study including RAP** for the proposed capacity enhancement of the Mau Summit – Eldoret – Malaba (A8) Highway project. The assignment shall establish the technical, economic, environmental, social, and climate resilience viability of the project, ensure engineering excellence and compliance with applicable national and international standards, and produce bankable, PPP-ready technical outputs that will support investment decision-making, financial analysis, PPP structuring, procurement, tendering, and transaction advisory services.

2.2 Specific Objectives

The specific objectives of the assignment are to achieve the following major tasks:

Objective 1: Technical Feasibility and Preliminary Engineering Design

Undertake a comprehensive technical feasibility study and prepare preliminary engineering designs for the proposed highway capacity enhancement, including project scoping, traffic and transport studies, highway capacity analysis, pavement and bridge assessments, road safety assessment, land and utility requirements, hydrological and hydraulic investigations, design of the tolling regime including tolling infrastructure and systems, i.e. electronic toll collection, traffic management, and control facilities and the evaluation of technically feasible, safe, climate-resilient, lifecycle cost-effective, and Value-for-Money engineering for capacity enhancement of the highway. Validate and refine, using primary data, the traffic, engineering, environmental, and social findings of the pre-feasibility study to a level of accuracy sufficient to support a bankable PPP transaction structure, resolving all data gaps and methodological limitations across all technical workstreams.

Objective 2: Preliminary Environmental, Social and Climate Assessment

Undertake environmental and social feasibility studies by preparing an Environmental and Social Framework (ESF), Preliminary Resettlement Action Plan (pRAP), Preliminary Stakeholder Engagement Plan (pSEP), and Terms of Reference for the subsequent Environmental and Social Impact Assessment (ESIA) and associated management plans.

The Consultant shall also undertake climate risk and vulnerability assessments, Paris Agreement Alignment Assessment, greenhouse gas (GHG) assessment, and climate finance assessment in accordance with AIIB policies, Kenyan legislation, NEMA requirements, and applicable lender Environmental and Social Frameworks.

Objective 3: PPP Technical Preparation

Develop PPP-ready technical documentation, including lifecycle cost estimates, output specifications, performance standards, technical Key Performance Indicators (KPIs), operation and maintenance requirements, hand back requirements, tolling strategy, Intelligent Transport Systems (ITS) concepts, and other technical inputs necessary to support financial feasibility analysis, Value-for-Money assessment, PPP structuring, procurement, and transaction advisory services.

Objective 4: Feasibility Reporting and Project Documentation

Prepare a comprehensive, bankable Feasibility Study Report and Preliminary Engineering Design Report that clearly demonstrates the project's technical viability, preferred engineering solution, implementation strategy, cost estimates, environmental and social considerations, climate resilience measures, project risks, performance standards, and recommendations for subsequent project development, procurement, and implementation.

Objective 5: Project Coordination and Institutional Support

Ensure effective coordination, collaboration, and timely information sharing with the Kenya National Highways Authority (KeNHA), the PPP Directorate of the National Treasury, the Asian Infrastructure Investment Bank (AIIB), and other consultants engaged under separate contracts for financial feasibility, PPP structuring, transaction advisory, and tender support services. The Consultant shall ensure that all technical outputs comply with the Kenya Public Private Partnerships Act (Cap. 430), support Kenya's Nationally Determined Contributions (NDCs) under the Paris Agreement, and are fully aligned with AIIB's Infrastructure for Tomorrow (i4t) initiative and its strategic priorities of green infrastructure, technology-enabled infrastructure, regional connectivity, and private capital mobilization.

2.3 Expected Outcomes

The assignment is expected to deliver:

- A technically feasible highway improvement option;
- Preliminary engineering design;
- Preliminary environmental and social documentation;
- Climate assessment;
- Preliminary lifecycle cost estimates;
- PPP-ready technical outputs;
- A bankable Feasibility Study Report.

3. Scope of Services

The Consultant shall perform all the work necessary, as called for in this Terms of Reference, including all technical & economic studies, assessment of existing infrastructure conditions, field data collection and investigations, and related services. The assignment shall provide sufficient engineering definition to support investment decision-making, environmental approvals, preliminary cost estimation, and the subsequent procurement of detailed engineering design and project implementation.

In carrying out the work, the Consultant shall cooperate fully with the competent authorities of the Government of Kenya, in particular, the Kenya National Highways Authority (KeNHA), PPP Directorate, County Governments, Ministry of Lands & Housing, National Environment Management Authority (NEMA), Ministry of Public Service, Youth & Gender Affairs amongst others.

The Consultant shall provide all the required personnel for the completion of the assignment. The work shall be carried out to appropriate standards and shall cover, but not necessarily be limited to, the aspects outlined in these Terms of Reference.

The Scope of Services for the Feasibility Study will be comprised of, but not limited to, the following Tasks:

- Project Inception and scoping
- Traffic and Transport Studies
- Review of Existing Information and Corridor Assessment
- Engineering Surveys and Investigations
- Preliminary Engineering Design
- Environmental and Social Studies
- Climate Change and Resilience Assessment
- Technical Inputs for PPP Preparation
- Cost Estimates and Implementation Strategy
- Feasibility Study Reporting

Task 1: Project Inception and Scoping

- Undertake all activities necessary to initiate the assignment, including review of available documentation, confirmation of project objectives, stakeholder consultations, mobilisation of key personnel, preparation of the study methodology, and establishment of project management and quality assurance procedures.
- Define the scope of the project; review needs assessment conducted in the Pre-FS; coordinate with agencies responsible for different sectors
- Review the high-level socio-economic and cost-benefits assessment conducted in the Pre-FS.
- Collect and review the pre-feasibility study documents and finding, all relevant existing data relating to the Project and whatever information which can aid in the feasibility process and preparation of environmental and social safeguard instruments
- Assess tolling potential, including toll plaza locations and systems concept.
- Conduct assessment of existing road infrastructure, including geometry adequacy, pavement condition, bridge & structures inventory & conditions, road furniture condition, junctions' details, location & types of existing utilities, protection works, road ancillary facilities (services areas, logistic hubs, truck parking, road side stations etc.) and Level of Service performance.
- Preliminary engineering design services for the capacity enhancement of the road
- Prepare reports and drawings, and preliminary costs estimates.
- Conduct a Right-of-Way (ROW) deficiency survey along the full 243km corridor, using KeNHA's ROW records and independent verification, to confirm whether the existing ROW is sufficient for the proposed cross-section without additional linear land acquisition; results to be reported to AIIB and KeNHA before CAPEX estimates are finalised.
- Establish a consolidated Data Gaps Register (or equivalent tracking table) summarising, for each major finding, the data deficiency, its significance, the study/survey that addresses it, and its status, to support project readiness tracking and prioritisation throughout the Study.
- Prepare a data provenance note accompanying each major quantitative figure or table in all reports, distinguishing primary (measured/surveyed) inputs from secondary or consultant-assumption-based inputs, so that AIIB and KeNHA can appropriately weight the reliability of each input.
- Establish and maintain, throughout the assignment, a data provenance register that clearly distinguishes primary (measured/surveyed) inputs from secondary or consultant-assumption-

based inputs. This register shall be updated at each report submission stage and provided to KeNHA and AIIB to support appropriately weighted reliance on each input in procurement and financing decisions.

Task 2: Traffic and Economic Feasibility analysis

2.1 Traffic demand Analysis

The objective of this task is to establish the existing and future transport demand for the Mau Summit–Eldoret–Malaba (A8) Highway, assess the operational performance of the existing corridor, identify current and future capacity constraints, and determine the level of infrastructure improvement required to meet projected traffic demand over the design horizon.

The study shall provide the technical basis for evaluating highway improvement options, determining the appropriate number of lanes, access control requirements, interchange strategy, and other operational improvements necessary to achieve the required level of service.

The Consultant shall integrate field surveys, transport planning principles, land use information, socio-economic projections, and regional development plans to prepare robust traffic forecasts suitable for engineering design, economic evaluation, lifecycle costing, and preliminary PPP preparation.

The level of analysis shall be appropriate for a comprehensive feasibility study and preliminary engineering design.

The scope shall include, but not be limited to, the following tasks:

a) 2.1.1 Existing Traffic and Network Analysis

i. Existing traffic analysis

The Consultant will undertake a comprehensive assessment of existing traffic and transport conditions, travel demand characteristics, and road network performance along the Mau Summit – Eldoret – Malaba Highway corridor. The study will establish the current operational conditions of the corridor and provide the baseline for traffic forecasting, economic evaluation, engineering design, and PPP financial modelling.

The assessment will combine the review of existing information with field investigations to quantify existing travel patterns, freight movement, passenger demand, and cross-border traffic

The Consultant will collect, review, and validate the findings of the pre-feasibility study, previous traffic and transport studies, historical and recent traffic data, national and regional transport strategies, freight and logistics studies, border crossing statistics, Origin–Destination studies, socio-economic and demographic data, land use and development plans, road safety records, public transport information, vehicle registration statistics, economic development plans, and other relevant studies and datasets necessary to support the feasibility study and preliminary engineering design.

The collected information will be critically assessed for completeness, consistency, and reliability. Data gaps will be identified and addressed through supplementary surveys and field investigations.

ii. Road Network Analysis

The Consultant shall undertake a comprehensive road network analysis to evaluate the interaction between the proposed highway and the existing, ongoing, and planned transport infrastructure within the project area. The analysis shall assess network connectivity, accessibility, operational

performance, and future travel demand to support alignment selection, preliminary engineering design, and investment planning.

The scope of work shall include, but not be limited to, the following:

- Review the existing road network, functional road hierarchy, and relevant transport infrastructure, including highways, urban roads, feeder roads, railways, logistics hubs, border facilities, and other strategic transport facilities.
- Assess and evaluate the interactions between the proposed highway and the ongoing construction of the Naivasha–Kisumu–Malaba Standard Gauge Railway (SGR), including their implications for passenger and freight demand, modal shift, network connectivity, logistics, corridor development, highway alignment, interchange planning, construction phasing, and long-term transport system integration. Assess network connectivity, accessibility, travel patterns, alternative routes, network reliability, bottlenecks, critical junctions, and capacity constraints.
- Evaluate the impacts of the proposed highway on traffic diversion, route reassignment, induced and generated traffic, and future travel demand, considering existing, ongoing, and planned transport developments.
- Assess the operational performance of the road network, including level of service, delays, queues, volume-to-capacity ratios, and the adequacy of the proposed highway cross-section, interchanges, and junction arrangements.
- Evaluate traffic operations and mobility within towns, urban centres, logistics hubs, industrial areas, and border crossings along the project corridor, with particular attention to congestion, pedestrian activity, and freight movement.
- Assess cross-border traffic and freight movement patterns, including operations at the Malaba One Stop Border Post (OSBP), and evaluate their implications for the long-term performance of the corridor.
- Coordinate the findings with the traffic, highway, economic, land use, environmental and social, and railway planning teams to support an integrated feasibility study and preliminary engineering design.
- An assessment of regional trade corridor route-choice sensitivity to tolling shall be included, confirming the likely impact of tolling on regional trade corridor choice. A non-tariff-barrier-reform interaction analysis shall also be carried out, assessing the Project's incremental transit-time benefit under both a regional-reform-succeeds and a regional-reform-fails scenario for non-road causes of delay including police roadblocks, electronic cargo tracking system performance, and port dwell time.

2.1.2 Traffic Data Collection and Surveys

The Consultant shall collect, compile, and analyses all relevant traffic data to establish existing traffic characteristics, forecast future travel demand, evaluate corridor performance, and determine the capacity requirements of the proposed highway and its area of influence.

The Consultant shall, as a minimum, undertake the following:

i. Existing Traffic Surveys

The survey shall include, but not be limited to, the following:

- Classified traffic volume counts, including traffic composition and seasonal variation. Automatic traffic counts (continuous, minimum 7 consecutive days per station, seasonally representative) at all locations corresponding to the toll gate locations and at section

boundaries, with manual classified vehicle counts (16-hour, minimum) disaggregated into vehicle categories (as per the Kenya Road Design Manuals (RDMs) at the same locations.;

- Origin–Destination (O–D) surveys for passenger and freight movements;
- Turning movement counts at major intersections and interchanges;
- Axle load surveys;
- Travel time, journey speed, and delay surveys;
- Public transport and freight movement surveys;
- Border traffic surveys at the Malaba One Stop Border Post (OSBP);
- Pedestrian and Non-Motorized Transport (NMT) surveys;
- Willingness-to-pay surveys to support the development of a tolling strategy, where applicable.
- Undertake Stated Preference (SP) and Willingness-to-Pay (WTP) surveys to assess users' sensitivity to toll charges, travel time savings, safety improvements, route choice, and mode choice, and estimate the willingness of different road user groups to pay for improved highway infrastructure. The survey findings shall provide key inputs to the traffic forecasting, toll demand assessment, economic evaluation, financial modelling, and PPP analysis.
- Retrieval and analysis of actual operating traffic performance from comparable domestic toll roads against their original forecasts, to inform demand risk assumptions for this Project, with appropriate regard to differences in road type, user profile, and operating context.

Traffic surveys shall be carried out for seven (7) consecutive days over 12-hour periods, where appropriate, the Consultant shall divide the project road into homogeneous sections and conduct separate analyses accordingly. Existing traffic count data from KeNHA and other relevant agencies shall also be reviewed and incorporated.

The Consultant shall propose the survey locations, methodology, and sampling programme for the Client's approval during the Inception Phase. Existing traffic data from KeNHA and other relevant agencies shall be reviewed, validated, and incorporated into the analysis.

ii. Traffic Analysis

The Consultant shall analyses the survey data to determine:

- Existing traffic characteristics, including traffic composition, directional distribution, peak-hour traffic, Average Annual Daily Traffic (AADT), freight composition, and seasonal variations.
- Existing traffic operations, corridor performance, and capacity constraints.
- Traffic growth trends and future travel demand, considering socio-economic development, land use changes, regional integration, and planned transport infrastructure.
- Assess the operational performance of the Malaba One Stop Border Post (OSBP) approach corridor, where heavy cross-border freight traffic results in significant truck queues and congestion. Evaluate the existing and future border traffic demand, freight operations, border processing capacity, truck parking and staging facilities, logistics hubs, and traffic management measures, and develop appropriate preliminary engineering and operational improvement options to enhance traffic flow, safety, border accessibility, and corridor efficiency.

- Traffic assignment, diversion, reassignment, induced and generated traffic, and the implications of the proposed highway and other planned transport investments, including the Naivasha–Kisumu–Malaba Standard Gauge Railway (SGR).
- Highway capacity requirements, operational performance, and level of service to support the preliminary engineering design.

2.1.3 Traffic Growth and Development Factors

In developing the traffic forecast, the Consultant shall identify and assess areas likely to be influenced by future economic development, considering factors that could generate or attract additional traffic. These shall include, but not be limited to:

- a) Population growth and distribution trends in rural and urban areas;
- b) Regional and national economic growth, including trade and investment trends;
- c) Growth in vehicle ownership and motorization rates;
- d) Development of agriculture, irrigation, industry, and commerce within the influence area;
- e) Expansion of social services, including medical, educational, and administrative facilities;
- f) Other relevant socio-economic factors identified during the study.
- g) Regional infrastructure developments with a bearing on freight demand along the corridor, including the East African Community's regional integration and trade facilitation initiatives.

The Consultant shall determine appropriate traffic growth rates per vehicle category (light, medium, and heavy) using recognized methods, subject to approval by the Client. Traffic growth projections shall take into account institutional and legal constraints, regional integration objectives, and physical barriers identified during the assignment.

The Consultant shall develop and validate a robust long-term traffic growth rate methodology, with an explicit, internally consistent bounding rationale linking near-term and long-term growth assumptions across all growth periods modelled.

2.1.4 Traffic Forecasting and Analysis

Based on the above investigations and analyses, the Consultant shall develop, calibrate, and validate an appropriate transport demand model to forecast existing and future traffic demand, assess the operational performance of the proposed highway, and evaluate the impacts of tolling on travel behavior. Where justified by the project complexity, the Consultant shall develop a four-stage multimodal transport model incorporating trip generation, trip distribution, mode choice, and traffic assignment. Alternatively, subject to the approval of the Client, a highway network model may be adopted where a simplified route-choice assessment is considered appropriate. This shall include:

- a) Scenario-based forecasts (low, medium, and high) for light, medium, and heavy vehicles, reflecting alternative economic and network development assumptions;
- b) Detailed annual traffic forecasts for a period of ten (10), twenty (20) and thirty (30) year years after project completion, and more general projections for the subsequent five (5), ten (10) and twenty (20), and thirty (30) years;
- c) Evaluation of traffic operations under each scenario to assess capacity adequacy, level of service, and safety performance; and
- d) Identification of key traffic and operational constraints requiring engineering or policy interventions.

- e) Incorporate the findings of the Stated Preference (SP) and Willingness-to-Pay (WTP) surveys into the transport demand model to assess the impacts of tolling on route choice, mode choice, traffic diversion, and future traffic volumes under different tolling scenarios.
- f) Evaluate alternative tolling scenarios, including different toll rates, vehicle classifications, exemptions, discount policies, and electronic toll collection strategies, and assess their impacts on traffic demand, travel behavior, corridor performance, and operational efficiency.
- g) Assess regional and international traffic movements and evaluate the potential impacts of tolling on strategic freight corridors, cross-border traffic, regional route choice, logistics competitiveness, and trade facilitation.
- h) Document all model assumptions, zoning systems, demand matrices, calibration procedures, validation results, forecasting methodologies, and scenario analyses to support the economic, financial, PPP, and preliminary engineering assessments.

All forecasts and analyses shall be supported by clear documentation of assumptions, methodologies, and data sources, and presented in a Traffic Analysis and Forecasting Report suitable for use in economic and financial feasibility evaluations.

2.1.5: Traffic Analysis and Operational Assessment

- a) Assess corridor capacity and Level of Service (LOS) performance and identify capacity constraints;
- b) Conduct capacity analysis for key corridor sections, intersections, and interchanges (using HCM, SIDRA, or VISSIM tools).
- c) Evaluate current and future Level of Service (LOS) for design horizons (opening year, 10-year, and 30-year projections).
- d) Assess toll plaza locations, lane configurations, and queuing performance for both cash and electronic tolling systems.
- e) Model traffic flows and turning movements to inform geometric design and access control planning.
- f) Identify needs for additional lanes, climbing lanes, service roads, or bypass links.

2.1.6: Alternative Improvement Options

Based on the traffic analysis, the Consultant shall evaluate alternative improvement options, including:

- Widening to the required lanes;
- Additional climbing lanes where warranted;
- Access control strategies;
- Grade-separated interchanges;
- Junction improvements;
- Access roads in urban areas; Bypass options, where justified.

Each option shall be assessed in terms of operational performance, safety, constructability, environmental implications, land requirements, and indicative costs.

2.1.7: Preliminary Toll Traffic Assessment

Recognizing that a separate Transaction Advisor will undertake the detailed financial modelling and toll revenue assessment, the Consultant shall provide the technical inputs necessary to support

the tolling strategy and PPP assessment. The scope shall include, but not be limited to, the following:

- Assess the operational implications of tolling on corridor performance, traffic operations, and user behaviour.
- Evaluate the impacts of tolling on route choice, traffic diversion, mode choice, and demand elasticity, using the findings of the Stated Preference (SP) and Willingness-to-Pay (WTP) surveys.
- Identify and evaluate potential toll plaza locations, toll lane configurations, electronic toll collection opportunities, and associated traffic management requirements. Evaluate and recommend the optimal number and spacing of toll plazas/gantries along the corridor based on traffic distribution, access point locations, journey-stage user cost, and operational efficiency, rather than assuming a fixed interval between toll stations, and confirm consistency of the proposed tolling strategy with Kenya's National Road Tolling Policy once finalized.
- Estimate traffic distribution at toll facilities and assess queuing performance, operational efficiency, and access arrangements.
- Assess the potential impacts of vehicle exemptions and alternative tolling strategies on traffic demand and network performance.
- Provide traffic demand inputs and scenario analyses to support the economic evaluation, financial model, PPP transaction advisory services, and preliminary engineering design.

The Consultant shall not undertake detailed toll revenue forecasting or financial modelling for toll operations.

2.1.8: Deliverables

The Consultant shall prepare a Traffic and Transport Study Report, including:

- Road Network and Traffic Assessment Report;
- Traffic Survey Database, Traffic Forecasts, and Network Performance Assessment;
- Level of Service analysis;
- Alternative improvement options;
- Preliminary toll traffic assessment;
- Stated Preference (SP) and Willingness-to-Pay (WTP) Survey Report.
- Transport Demand Modelling Report, including model development, calibration, validation, and forecasting methodology.
- Traffic Assignment and Toll Demand Assessment Report, including route choice, traffic diversion, and toll sensitivity analyses.
- Transport Model, demand matrices, GIS databases, model assumptions, and supporting documentation.
- Preliminary Recommendations for Network Integration, Highway Configuration, and Tolling Strategy (where applicable); and
- Technical inputs to the feasibility study and preliminary engineering design.

The report shall include supporting maps, figures, traffic flow diagrams, and forecast tables.

2.2 Economic Feasibility Analysis

The objective of the Economic Feasibility Study is to assess the economic viability of the proposed highway capacity enhancement project and determine its suitability for implementation under a Public–Private Partnership (PPP) framework.

The Consultant will undertake the following tasks but not limited to:

2.2.1. Review of Existing Road and Socio-Economic Conditions

- Review all existing road-related data, including traffic volumes, road condition surveys, pavement roughness, safety records, and maintenance history.
- Analyse historical O&M costs, rehabilitation interventions, capital expenditure (CAPEX), operational expenditure (OPEX), and lifecycle replacement costs.
- Assess current socio-economic activities within the project corridor, including population dynamics, freight movement, economic productivity, and transport-dependent sectors.
- Evaluate how the proposed capacity enhancement will influence future socio-economic demand.

2.2.2 Baseline (“Without Project”) Scenario Development

- Define the reference case reflecting current road geometry, pavement condition, travel speeds, accident rates, traffic composition, and maintenance practices.
 - Develop baseline estimates of:
 - Vehicle Operating Costs (VOC)
 - Travel time for passengers and freight
 - Road maintenance costs
- Calibrate HDM-IV parameters with local road and environmental conditions to accurately model the “without project” scenario.

2.2.3 Development of “With Project” Scenarios

- Develop alternative project scenarios including, but not limited to:
 - Rehabilitation and overlay strategies
 - Capacity enhancement to a dual carriageway
 - Partial or staged capacity enhancement (phased dualization), with defined provisions for future augmentation of sections not initially dualized
 - Tolling or user-charge models
- Incorporate for each scenario:
 - Proposed design standards
 - Traffic growth forecasts and generated/diverted traffic effects
 - Tolling policy
 - Maintenance strategies and performance standards
- Ensure HDM-IV inputs reflect field conditions, including roughness, geometry, maintenance levels, and traffic mix.

2.2.4 Cost Estimation (CAPEX, OPEX, Lifecycle Costs)

- Prepare detailed CAPEX, OPEX, and lifecycle maintenance cost estimates.
- Separate costs into foreign and local components and exclude taxes/duties.
- Apply shadow pricing for labour, materials, and non-traded goods where needed.
- Benchmark costs against at least one comparable international highway dualization project, in addition to comparable domestic PPP road projects, with exchange rate basis and cost-inclusion scope stated explicitly for all comparators.

- Prepare CAPEX sensitivity scenarios reflecting: (i) the outcome of the ROW deficiency survey; (ii) 100-year drainage design standards; and (iii) a ring-fenced climate resilience allowance, to confirm whether the design contingency is adequate.

2.2.5 Estimation of Economic Benefits

- Quantify economic benefits including vehicle operating cost (VOC) savings, travel time savings, accident cost reductions, maintenance cost savings, and residual value.
- Identify and describe qualitative benefits (regional development, employment, trade facilitation, safety).
- Include accident cost savings as a quantified benefit stream, using applicable accident cost unit values, with a sensitivity test using both NTSA-reported and WHO-adjusted fatality estimates, given WHO data indicating national reported fatality figures may understate the true toll.

2.2.6 Economic Evaluation Using HDM-IV

- Calibrate HDM-IV with local parameters (roughness, geometry, climate, traffic mix).
- Compute NPV, EIRR, BCR, and FYRR over a 20–30-year evaluation period.
- Benchmark results against national and international thresholds.

2.2.7 Sensitivity and Risk Analysis

- Identify key variables (construction costs, traffic growth, VOC, discount rate).
- Conduct sensitivity tests and scenario analysis (best, base, worst cases).
- Undertake probabilistic risk modelling (e.g., Monte Carlo) where applicable.

2.2.8 Ranking of Options and Recommendation

- Rank project alternatives based on EIRR, NPV, BCR, and FYRR.
- Recommend the economically preferred option considering cost-efficiency, risk, and socio-economic impact.

2.2.9 Deliverables

- Inception Report
- Data Collection and Baseline Assessment Report
- HDM-IV Calibration Report
- Draft Economic Feasibility Report (including models and assumptions)
- Final Economic Feasibility Report with preferred option recommendation

Task 3: Reviewing existing information and Corridor assessment

The Consultant shall review existing highway corridor through desktop studies, field reconnaissance, stakeholder consultations, and verification surveys to assess its physical condition, operational performance, engineering adequacy, environmental setting, and development constraints. The findings shall be used to evaluate the engineering adequacy of the existing infrastructure in relation to the projected capacity enhancement needs arising from social and economic growth. Based on this evaluation, the Consultant shall recommend appropriate design measures to address identified gaps and deficiencies.

3.1 Existing Highway Assessment

The Consultant shall undertake an assessment of the existing highway corridor to establish its current condition, operational performance, and suitability for the proposed highway improvements.

The assessment shall include, but not be limited to, the following:

- Review available drawings, as-built records, maintenance records, traffic data, road safety information, and other relevant documentation relating to the existing highway infrastructure.
- Assess the condition of existing road alignment and geometric characteristics, functionality, operational performance, and capacity of the existing highway, including access roads, intersections, and associated roadside infrastructure.
- Assess the condition and adequacy of existing pavement, bridges, drainage structures, road safety features, traffic control devices, utilities, and other highway assets, drawing upon the findings of the respective specialist assessments.
- Evaluate the condition and adequacy of ancillary infrastructure, including service roads, access roads, non-motorized transport (NMT) facilities, public transport facilities, truck parking, rest areas, and other roadside amenities.
- Review historical operation and maintenance records, rehabilitation works, and available asset management information to identify recurring deficiencies, maintenance requirements, and factors affecting long-term performance.
- Identify infrastructure deficiencies, operational constraints, safety issues, and capacity limitations that should be addressed in the feasibility study and preliminary engineering design.

Deliverables

The Consultant shall submit:

- Existing Highway Assessment Report;
- Existing Highway Asset Inventory and Condition Database (GIS-based, where appropriate);
- Existing Highway Performance and Deficiency Assessment; and
- Technical inputs to the feasibility study and preliminary engineering design.

3.2 Existing Pavement Assessment

The Consultant shall undertake a comprehensive assessment of the existing pavement along the project corridor to determine its structural condition, functional performance, and remaining service life. The assessment shall provide the basis for recommending appropriate rehabilitation, strengthening, recycling, or reconstruction strategies for the preliminary engineering design.

The Consultant shall undertake the following tasks:

- Collect and review all available pavement information, including construction records, as-built drawings, maintenance history, traffic data, and previous pavement investigations.
- Undertake a detailed pavement condition survey to assess the type, extent, and severity of pavement distress and classify pavement sections in accordance with recognized pavement condition rating systems.
- Carry out field investigations and non-destructive testing, including Falling Weight Deflectometer (FWD), Ground Penetrating Radar (GPR), roughness (IRI), rut depth measurements, Dynamic Cone Penetrometer (DCP) testing, coring, and test pits, as

appropriate, to determine pavement layer thicknesses, structural condition, and subgrade characteristics.

- The DCP tests must be conducted at the location of each Test Pit (TP) immediately before test pit excavation begins. It is required to backfill test pit using minimum C10 concrete
- Extract core samples at a max of 10km to determine layer thickness, and analysis for Air void, extraction and indirect tensile strength (ITS) material properties, and degree of deterioration. Air void determination shall be used to assess potential for plastic flow/rutting.
- Conduct Test Pit (TP) at intervals of max 10km and to a depth not exceeding 1m and conduct tests to assess the thicknesses and properties of pavement layers and underlying subgrade soil.
- Also conduct ground penetration radar (GPR) test to supplement the thickness data from the as-built pavement charts, coring and test pitting.
- Determine the remaining life of the existing pavement based on traffic loading, deflection testing, laboratory analysis and distress conditions.
- Evaluate the structural number (SN) and compare with required design strength under forecasted traffic volumes.
- Evaluate the structural capacity, functional performance, drainage condition, and remaining service life of the existing pavement under forecast traffic loading.
- Assess opportunities for pavement preservation, rehabilitation, strengthening, in-place recycling, reclaimed asphalt pavement (RAP), full-depth reclamation, mechanical stabilization, or full reconstruction, considering technical feasibility, life-cycle costs, environmental sustainability, and construction impacts.
- Prepare preliminary pavement designs for the preferred rehabilitation and reconstruction options in accordance with applicable national standards and internationally recognized pavement design methodologies.
- Develop preliminary quantities, cost estimates, and implementation strategies for the recommended pavement works and coordinate the pavement recommendations with the highway geometric design, drainage, geotechnical, traffic, and environmental studies.

Deliverables:

The Consultant shall submit:

- Existing Pavement Assessment Report;
- Pavement Condition Inventory and GIS Mapping;
- Field and Laboratory Test Results;
- Structural Capacity and Remaining Life Assessment;
- Pavement Rehabilitation and Reconstruction Strategy;
- Preliminary Pavement Design Recommendations;
- Preliminary Cost Estimates; and
- Technical inputs to the preliminary engineering design, specifications, and Bills of Quantities.

3.3 Hydrology, Drainage, and Climate assessment

The Consultant shall assess the condition, performance, and adequacy of the existing drainage infrastructure within the project corridor to identify deficiencies and determine the need for rehabilitation, upgrading, or replacement.

The scope of work shall include, but not be limited to, the following:

- Collect, review, and evaluate available records, drawings, maintenance records, and previous studies relating to the existing drainage infrastructure.
- Prepare an inventory of existing drainage structures, including bridges, culverts, roadside and longitudinal drains, causeways, outfalls, and other hydraulic structures.
- Inspect and assess the structural condition and hydraulic performance of existing drainage structures, identifying deficiencies, deterioration, capacity constraints, flooding, scour, erosion, sedimentation, debris blockage, and other factors affecting performance.
- Assess the suitability of the existing drainage structures to accommodate the proposed highway improvements and identify structures requiring rehabilitation, upgrading, or replacement.
- Coordinate the findings with the highway, bridge, geotechnical, environmental and social, and utility teams to support the feasibility study and preliminary engineering design.

Deliverables

The Consultant shall submit:

- Existing Drainage Structure Assessment Report;
- Drainage Structure Inventory and GIS Database (where appropriate);
- Drainage Structure Condition and Hydraulic Performance Assessment; and
- Technical inputs to the feasibility study and preliminary engineering design.

3.4 Existing Bridge Structural Integrity Assessment

The Consultant shall undertake a comprehensive assessment of all existing bridges and major drainage structures along the project corridor to determine their structural integrity, load-carrying capacity, hydraulic adequacy, serviceability, remaining service life, and suitability for widening, rehabilitation, strengthening, or replacement. The assessment shall provide the basis for developing safe, technically sound, economically viable, and climate-resilient bridge solutions for the feasibility study and preliminary engineering design.

The scope of work shall include, but not be limited to, the following:

- Collect, review, and evaluate available bridge information, including design drawings, as-built records, maintenance history, inspection reports, traffic data, hydrological studies, and other relevant documentation.
- Prepare a comprehensive bridge inventory, including bridge type, dimensions, structural system, construction materials, age, foundation type, span arrangement, deck width, vertical and horizontal clearances, hydraulic characteristics, and current condition
- Undertake detailed inspections of bridge superstructures, substructures, foundations, bearings, expansion joints, parapets, approach slabs, river training works, and associated structures to identify structural deterioration, distress, durability issues, and maintenance requirements
- Carry out structural investigations, including appropriate non-destructive testing (NDT), and other investigations, where necessary, to evaluate the condition, durability, and integrity of structural components.
- Assess the structural adequacy, load-carrying capacity, serviceability, and remaining service life of each bridge under existing and forecast traffic loading, including compliance with the applicable Kenyan bridge design standards and internationally recognised design codes.

- Evaluate the suitability of existing bridge widths, geometric configuration, clearances, and structural arrangements to accommodate the proposed highway cross-section, future traffic demand, road safety requirements, and non-motorized transport facilities where applicable.
- Evaluate the feasibility of retaining and widening existing bridges versus constructing replacement structures, considering structural condition, hydraulic performance, traffic management during construction, constructability, environmental and social impacts, life-cycle costs, long-term maintenance requirements, and overall value for money.
- Assess the structural, geometric and load-path compatibility between new highway design elements and retained or widened existing bridges, including interface details at abutments and approach sections, to identify and mitigate engineering risks arising specifically from the interface between legacy and new infrastructure.
- Assess the condition and performance of bridge foundations and substructures, including settlement, scour, erosion, undermining, durability, and hydraulic impacts, taking into account existing and projected flood conditions and climate change impacts.
- Identify structural deficiencies, safety risks, and vulnerabilities affecting bridge performance, and recommend appropriate maintenance, rehabilitation, strengthening, widening, or replacement options based on technical, economic, environmental, and life-cycle cost considerations.
- Develop preliminary engineering concepts, preliminary cost estimates, implementation priorities, and construction staging strategies for the recommended bridge improvement works, and coordinate the bridge recommendations with the highway, hydrology, geotechnical, pavement, traffic, and environmental design teams.

Deliverables

The Consultant shall submit:

- Existing Bridge Structural Integrity Assessment Report;
- Bridge Inventory and Condition Database (GIS-based, where appropriate);
- Structural Capacity, Foundation, and Hydraulic Assessment Report;
- Bridge Option Assessment, including recommendations for retaining, widening, strengthening, rehabilitation, or replacement, supported by technical, economic, environmental, and life-cycle cost considerations;
- Preliminary Bridge Layouts and Concept Designs for the preferred options;
- Preliminary Cost Estimates; and
- Technical inputs to the feasibility study, preliminary engineering design, technical specifications, and Bills of Quantities.

3.5 Existing Interchange and major junction Assessment

The Consultant shall undertake an assessment of all existing interchanges and major junctions within the project corridor to determine their operational performance, geometric adequacy, structural condition, road safety, and suitability for upgrading as part of the proposed highway improvements. The assessment shall support the feasibility study and preliminary engineering design by identifying appropriate improvement options and developing preliminary engineering layouts.

The scope of work shall include, but not be limited to, the following:

- Collect, review, and evaluate available drawings, traffic studies, road safety audits, crash records, maintenance records, and other relevant information relating to existing interchanges and major junctions.
- Prepare an inventory of existing interchanges and major junctions, including their geometry, traffic control, structures, access arrangements, and associated facilities.
- Assess the geometric adequacy, traffic operational performance, and capacity of existing interchanges and junctions, considering current and forecast traffic demand, level of service, weaving performance, delays, queues, and compliance with applicable design standards.
- Assess road safety performance using crash data, field inspections, and road safety engineering principles to identify deficiencies and recommend appropriate improvements.
- Assess the condition and adequacy of associated pavement, bridges, drainage, retaining structures, lighting, traffic control devices, pedestrian and non-motorized transport facilities, and other supporting infrastructure.
- Identify access management issues, roadside development constraints, utility conflicts, and other factors affecting the operation and future improvement of the interchanges and junctions.
- Evaluate feasible improvement options, including rehabilitation, geometric improvements, signalization, channelization, grade separation, interchange reconfiguration, or construction of new facilities, considering technical, operational, safety, environmental, social, land acquisition, constructability, and economic factors.
- Develop preliminary layouts and cost estimates for the preferred improvement options, ensuring integration with the overall preliminary highway engineering design.

Deliverables

The Consultant shall submit:

- Existing Interchange and Major Junction Assessment Report;
- Interchange and Junction Inventory Database (GIS-based, where appropriate);
- Traffic Operational, Capacity, and Road Safety Assessment Report;
- Interchange and Junction Improvement Options Assessment, including technical, operational, safety, environmental, and economic considerations;
- Preliminary Interchange and Junction Layouts for the preferred options;
- Preliminary Cost Estimates; and
- Technical inputs to the feasibility study, preliminary engineering design, technical specifications, and Bills of Quantities.

3.6: Road Safety Assessment

The Consultant shall undertake a Road Safety Assessment to identify existing and potential road safety risks along the project corridor and develop recommendations for improving the safety performance of the proposed highway. The assessment shall support the feasibility study and preliminary engineering design by integrating road safety considerations into the project planning and design.

The scope of work shall include, but not be limited to, the following:

- Collect, review, and analyse available road safety data, including crash records, traffic characteristics, previous studies, and relevant information.

- Undertake field inspections to identify road safety deficiencies, hazardous locations, roadside hazards, and operational issues affecting all road users.
- Assess the safety implications of the proposed highway alignment, geometric design, interchanges, junctions, bridges, drainage features, access management, and roadside environment.
- Assess the safety needs of vulnerable road users and recommend appropriate safety measures.
- Evaluate traffic control requirements, including road signs, pavement markings, lighting, traffic signals (where appropriate), safety barriers, and other road safety devices.
- Undertake a Road Safety Impact Assessment (RSIA) to evaluate the safety implications of the proposed corridor and design alternatives.
- Undertake a Stage 1 Road Safety Audit (RSA) of the preliminary engineering design and incorporate the findings into the design, in accordance with applicable national standards and international good practice.
- In addition to the Road Safety Audit, undertake a Star Rating for Designs (SR4D) assessment of the preliminary engineering design using the iRAP (International Road Assessment Programme) methodology, targeting a minimum 3-star rating for all road user types, consistent with UN Global Road Safety Performance Target 3 and current MDB good practice for road safety in feasibility-stage design.
- Liaise with the National Transport and Safety Authority (NTSA) and the Kenya Police Service to understand current enforcement challenges along the corridor and reflect relevant findings in the road safety assessment and design recommendations.
- Develop preliminary road safety improvement measures and integrate them into the preliminary engineering design.
- Coordinate the assessment with the highway, traffic, bridge, drainage, environmental and social, and other relevant engineering disciplines. Deliverables

Deliverables

The Consultant shall submit:

- Road Safety Assessment Report;
- Road Safety Impact Assessment (RSIA) Report;
- Stage 1 Road Safety Audit (RSA) Report;
- Preliminary Road Safety Improvement Plan;
- Preliminary layouts and cost estimates for recommended road safety measures;
- Technical inputs to the feasibility study, preliminary engineering design, technical specifications, and Bills of Quantities.

3.7 Existing Utilities and Services Assessment

The Consultant shall undertake a comprehensive inventory of all existing utilities and services located within the Mau Summit–Eldoret–Malaba Road corridor. The purpose of this inventory is to identify all affected infrastructure and provide the Client with timely and reliable information to support coordination, relocation planning, and any required actions during project preparation and implementation.

The scope of work shall include:

- Identify, locate, and map all existing above-ground and underground utilities, including electricity, water supply, sewerage, telecommunications, fibre-optic networks, drainage systems, pipelines, irrigation infrastructure, and other affected services.
- Collect, review, and consolidate available utility records, drawings, GIS data, and information from utility owners and relevant agencies into a centralized utility database.
- Verify utility locations through field investigations where necessary and identify discrepancies between available records and existing site conditions.
- Assess potential conflicts between the proposed highway and existing utilities and prepare a preliminary utility conflict matrix.
- Liaise with utility owners to establish preliminary requirements for utility protection, diversion, and relocation.
- Prepare a GIS-based utility inventory, preliminary relocation recommendations, budget estimates, and an Existing Utilities and Services Assessment Report.

Deliverables:

- Utility Inventory and GIS Database;
- Utility Conflict Matrix;
- Preliminary Utility Relocation Plan and Cost Estimate;
- Utility Layout Drawings; and
- Existing Utilities and Services Assessment Report.

3.8: Land Use and Development Assessment

The Consultant shall undertake a Land Use and Development Assessment to support the feasibility study and preliminary engineering design of the proposed highway. The assessment shall identify existing and planned land use, development constraints, and opportunities that may influence the highway alignment, interchange locations, access management, right-of-way requirements, and environmental and social considerations.

The scope of work shall include, but not be limited to, the following:

- Review available land use plans, spatial development plans, cadastral information, satellite imagery, and other relevant planning data.
- Prepare a land use inventory and GIS database for the project corridor.
- Identify existing and planned developments that may influence the highway alignment, structures, interchanges, utility corridors, and right-of-way.
- Assess land use compatibility, development constraints, encroachments, and foreseeable developments that may affect the preliminary engineering design and future highway operation.
- Identify access management requirements, property access issues, community connectivity, land acquisition implications, and environmentally or culturally sensitive areas.
- Identify and map existing and planned truck marshalling/staging yards along the corridor, including county-designated sites and privately developed facilities, and assess their interface with the proposed highway, access arrangements, and land requirements.
- Coordinate the findings with the highway, traffic, bridge, drainage, utility, environmental and social, and economic assessment teams to support the feasibility study and preliminary engineering design.

Deliverables

The Consultant shall submit:

- Land Use and Development Assessment Report;
- Land Use Inventory and GIS Database (where appropriate);
- Land Use, Right-of-Way, and Development Constraints Assessment;
- Preliminary recommendations for incorporation into the highway alignment and preliminary engineering design; and
- Technical inputs to the feasibility study, preliminary engineering design, environmental and social assessments, preliminary cost estimates, technical specifications, and Bills of Quantities.

Task 4: Engineering survey and Investigation

The Consultant shall undertake engineering surveys and investigations to establish the physical characteristics of the project corridor and identify engineering opportunities and constraints that may influence the selection and development of the preferred highway improvement option.

The investigations shall provide sufficient information to support:

- Development of engineering alternatives;
- Preliminary engineering design;
- Preliminary cost estimates;
- Environmental and social assessment;
- Climate resilience assessment;
- Risk assessment; and
- Preparation of the Feasibility Study Report.

The Consultant shall carry out the required field investigations and analyses to support the preparation of preliminary engineering designs, drawings, cost estimates, and technical recommendations.

4.1 Preliminary Topographic Surveys (Aerial & LiDAR)

The consultant shall undertake topographic surveys of sufficient accuracy and coverage to support the feasibility study and preliminary engineering design of the proposed highway and associated infrastructure. The survey shall provide reliable terrain data for highway alignment, earthworks, drainage, hydraulic analyses, bridge and culvert design, utility assessment, and environmental studies.

For this assignment the consultant is to carry out an Aerial and LiDAR Survey covering a 300 m corridor width along the project route and produce reasonably accurate geospatial datasets and topographic maps suitable for 1:2,500 scale to be undertake the preliminary design.

All visible features—including buildings, roads, bridges, culverts, water features, and other infrastructure identifiable from the imagery—shall be mapped and organized into clearly defined GIS/CAD layers. The services shall include all activities from mobilization, permitting, ground control establishment, aerial data acquisition, photogrammetric and LiDAR processing, feature extraction, and map production up to the final submission of processed spatial datasets and maps.

The scope of work shall include, but not be limited to, the following:

- Establish a geodetic survey control network by installing Primary Control (Wing) Points at intervals not exceeding 5 km and Secondary Control (Centreline) Points at intervals not exceeding 2 km, complete with permanent monumentation. All control shall be referenced to the National Geodetic Grid and National Vertical Datum.
- Establish sufficient Ground Control Points (GCPs) and independent check points for calibration, georeferencing, and verification of aerial imagery and LiDAR data.
- Undertake aerial photography and airborne LiDAR surveys covering the project corridor and associated infrastructure, including major junctions, river crossings, floodplains, borrow areas, quarries, and other locations influencing the design. The survey corridor shall generally extend not less than 300 m on either side of the proposed alignment, or wider where required.
- Acquire aerial imagery with a ground sampling distance of 150 mm (15 cm) or better, suitable for mapping at a scale of 1:2,500, together with airborne LiDAR data of sufficient density and accuracy to produce engineering-quality terrain models.
 - Process the aerial imagery and LiDAR data to generate:
 - Orthophotographs;
 - Classified LiDAR point clouds;
 - Digital Terrain Model (DTM);
 - Digital Surface Model (DSM);
 - Contours, breaklines, and other terrain products required for engineering design.
- Undertake supplementary ground surveys to capture features not adequately represented by aerial surveys, including existing roads, bridges, culverts, drainage structures, utilities, buildings, river crossings, and other significant infrastructure.
- Undertake detailed surveys of all major river and stream crossings, including channel geometry, floodplains, existing hydraulic structures, and bathymetric surveys where required to support hydraulic modelling.
- Extract and map all relevant topographic and infrastructure features in a GIS environment and provide compatible CAD and GIS datasets for engineering design.

Implement appropriate quality assurance and quality control procedures to verify that the survey satisfies the specified accuracy requirements. Independent survey checks shall be undertaken, and an accuracy assessment report shall be submitted

Deliverables:

The Consultant shall submit, as a minimum:

- Inception report, methodology report, QA/QC report.
- Survey Control Report;
- Topographic Survey Report;
- Orthophotographs;
- Classified LiDAR point clouds;
- Digital Terrain Model (DTM);
- Digital Surface Model (DSM);
- Contours and break lines;
- CAD drawings;
- GIS database;
- Survey metadata and accuracy assessment report.

The survey accuracy shall be appropriate for feasibility and preliminary engineering design. Detailed construction surveys shall be undertaken during the subsequent detailed design stage.

4.2: Soil, Materials and Geotechnical Investigations

The Consultant shall carry out a review of all existing data, followed by field investigations and laboratory testing as per the recommendation of the Kenyan design manual, other relevant standards/manuals as approved by the Clint and as outlined below:

- Perform visual survey of the delineation of native soil types along the stretch and present “subgrade soil extension” report to 0.1Km location accuracy.
- Conduct representative soil sampling along the project alignment, with specific focus on proposed widening sections, at intervals of approximately 10 km or closer where soil variability requires additional sampling. The Consultant shall perform all necessary laboratory tests—including soil classification, moisture–density relationships, and California Bearing Ratio (CBR) tests—to determine the engineering properties and suitability of subgrade materials for the proposed design.
- Locate suitable sources of construction materials. Prospect borrow pits for fill, subgrade and cement treated gravel pavement layers. Prospect sources of hard stone and evaluate suitability for AC, concrete, crushed stone pavement layer/s; for concrete and chippings), quantify the usable quantity and report coordinates. carryout representative sample, and test for the required quality tests for the construction materials suitable for pavement and structural works, including locating potential borrow pits and quarries.
- Identify problem areas where soil stabilization, removal or improvement may be required, recommend a preliminary measure for strengthening, replacement or stabilization and estimate the quantity to include in the draft BoQ.
- Conduct a slope stability assessment of the Mau Summit-Timboroa escarpment section, to quantify erosion and slope-instability mitigation costs, given the potential significance of these risks to construction cost and long-term maintenance.
- Perform laboratory tests on samples, where necessary, to determine concrete strength, reinforcement condition, or steel properties of existing major structures.
- At the locations of newly proposed bridges or proposed widening of existing bridges, the Consultant shall study available core drilling data from previous studies. and carry out representative investigations through trenching, sampling, and laboratory testing. These investigations shall determine the allowable bearing pressures and other essential geotechnical parameters required to support the structural design of bridge foundations.
- A Soils and Materials Report shall be prepared showing the locations and approximate quantities of all available construction materials, supported by test results. Special attention shall be given to swamps and expansive soils, with recommendations for treatment and design adaptations.

Deliverables:

The Consultant shall submit, as a minimum:

- Factual material and Geotechnical investigation report and findings.

Task 5: Preliminary engineering design

The Consultant shall undertake Preliminary Engineering Design that provides sufficient engineering definition to confirm technical feasibility, establish the project's physical characteristics, support environmental and social assessments, develop reliable cost estimates, and facilitate subsequent detailed engineering design and project implementation.

The Preliminary Engineering Design shall define the principal engineering features of the proposed highway and associated infrastructure but shall not constitute a detailed engineering design or construction documentation.

The level of engineering shall be sufficient to:

- Confirm the technical viability of the project road;
- Define the project footprint and land requirements;
- Support environmental approvals;
- Establish preliminary construction quantities;
- Prepare preliminary estimates;
- Support implementation planning;
- Provide technical inputs to the Transaction Advisor; and
- Form the basis for the subsequent detailed engineering design.

The Consultant shall develop preliminary engineering layouts, design criteria, and technical recommendations.

5.1: Highway Preliminary Engineering Design

The Consultant shall develop the preliminary roadway design for the proposed highway based on the approved alignment, traffic forecasts, topographic surveys, aerial imagery, LiDAR-derived Digital Terrain Models (DTMs), and other relevant investigations. The preliminary design shall comply with the applicable MoTRD standards and other Client-approved design manuals, and provide a safe, efficient, resilient, and cost-effective highway solution.

The scope of work shall include, but not be limited to, the following:

- Develop and optimise the preliminary horizontal and vertical alignments, cross-sections, and other geometric design elements, ensuring compliance with the minimum geometric design requirements for the proposed road standard, including design speed, sight distance, curve radii, superelevation, gradients, and other applicable design criteria.
- Determine the required roadway capacity based on projected traffic demand, the target Level of Service (LOS) for an international transport corridor, and applicable design standards, and develop the preliminary lane configuration, carriageway and shoulder widths, median configuration, and other geometric design elements required to achieve the desired operational performance, safety, and long-term corridor capacity.
- Assess all existing at-grade intersections along the corridor and determine the appropriate grade-separated junction configuration based on the projected traffic demand, operational performance, safety, access requirements, and applicable design standards. Evaluate existing grade-separated interchanges to determine whether they should be upgraded, widened, reconfigured, or fully replaced to accommodate the proposed highway improvements, future traffic demand, and the required roadway capacity. Prepare preliminary layouts and concept designs for all recommended junction improvements.
- The Consultant shall assess all existing road–rail interfaces and develop appropriate preliminary engineering solutions to accommodate the proposed highway improvements, ensure safe and efficient traffic operations, maintain railway functionality, and comply with the applicable road and railway design standards. The assessment shall include the evaluation of existing crossings and structures, identification of required modifications or replacements,

and development of preliminary layouts for new or upgraded road–rail crossings and associated structures, in close coordination with the relevant railway authority specifically including alignment with KRC's phased climate-proofing programme for rail infrastructure and explicit design consideration of any shared or adjacent right-of-way, to reduce cumulative climate and operational impacts at rail–road intersections.

- Assess the highway infrastructure in the vicinity of the Malaba One Stop Border Post (OSBP) and develop preliminary engineering solutions, including carriageway widening, grade-separated junctions, service roads, dedicated truck lanes, truck parking and staging facilities, logistics hubs, access roads, and other supporting infrastructure, to improve traffic operations, accommodate future traffic demand, enhance road safety, and increase the efficiency of the international transport corridor.
- Prepare preliminary layouts and geometric design concepts for intersections, roundabouts, grade-separated interchanges, ramps, underpasses, overpasses, auxiliary lanes, climbing lanes, bus bays, acceleration and deceleration lanes, and other associated roadway facilities to ensure safe and efficient traffic operations.
- Develop the preliminary access management strategy, including access roads, frontage roads, median openings, U-turns, and integration with proposed tolling facilities, where applicable.
- Incorporate appropriate road safety features, traffic control devices, road furniture, non-motorized transport (NMT) facilities, pedestrian crossings, wildlife crossings, roadside amenities, well-equipped truck parking and rest areas, logistics hubs, and other supporting infrastructure, as appropriate, to enhance the safety, operational efficiency, and functionality of the highway corridor.
- In consultation with the Kenya Wildlife Service (KWS), identify specific wildlife movement corridors and crossing points along the alignment and design dedicated wildlife crossing structures (e.g., underpasses or overpasses) and associated fencing at those locations, rather than providing for wildlife crossings only as a generic corridor-wide feature.
- Establish the preliminary functional classification of the highway and associated facilities, including the main carriageway, ramps, service roads, toll plazas, and ancillary infrastructure.
- Design the highway geometry, structures and right-of-way to accommodate future augmentation (e.g., completion of dualization on sections not initially widened, additional lanes, or interchange upgrades) without requiring costly retrofitting and clearly identify in the Preliminary Engineering Design Report which elements are sized or reserved for future expansion.
- Prepare design guidelines to achieve a visually coherent and well-integrated aesthetic treatment for bridges, interchanges, toll plazas and other prominent structures along the corridor, consistent with the surrounding landscape and applicable Kenya Road Design Manual guidance.
- Integrate the findings and recommendations of the traffic, drainage, bridge, geotechnical, utilities, environmental and social, road safety, and other specialist studies into the preliminary roadway design.
- Prepare preliminary quantities and cost estimates to support the feasibility study and preliminary engineering design.

Deliverables

The Consultant shall submit:

- Preliminary Roadway Design Report;
- Preliminary Geometric Design Drawings, including plans, profiles, typical cross-sections, and intersection/interchange layouts;
- Preliminary Cost Estimates and Bills of Quantities; and
- Technical inputs to the feasibility study, preliminary engineering design, technical specifications, and Bills of Quantities.

5.2 Preliminary Pavement Design

The Consultant shall undertake a Preliminary Pavement Design for the capacity enhancement of the highway based on the findings of the traffic analysis, existing pavement assessment, geotechnical and materials investigations, and projected traffic loading. The design shall comply with the applicable Kenya Road Design Manuals, AASHTO, or other Client-approved standards.

The scope of work shall include, but not be limited to, the following:

- Develop preliminary pavement designs for new construction, rehabilitation, strengthening, widening, and reconstruction, as appropriate.
- Determine design traffic loading using the traffic studies and forecasts, including AADT, vehicle classification, growth projections, and equivalent standard axle loads (ESALs).
- Evaluate feasible pavement alternatives, including flexible, rigid, and composite pavement systems, as well as conventional Asphalt Concrete (AC) pavement and alternative pavement rehabilitation and asphalt overlay technologies, including Superpave mixtures, polymer-modified asphalt (PMA), warm-mix asphalt (WMA), recycled asphalt technologies, perpetual pavement concepts, and other internationally proven pavement solutions. Assess each alternative based on technical performance, constructability, life-cycle cost, durability, climate resilience, availability of local materials and technical expertise, environmental sustainability, and long-term maintenance requirements, and recommend the optimum pavement solution for the project. Evaluate the effects of climate, drainage, subgrade conditions, and material characteristics on pavement performance.
- Assess the availability and suitability of local construction materials and identify opportunities for stabilization, recycling, reuse, or other sustainable pavement solutions where appropriate.
- Develop preliminary pavement layer configurations and interface details with shoulders, drainage systems, bridges, and other highway components.
- Prepare preliminary quantities and cost estimates for the recommended pavement solutions.
- Coordinate the pavement design with the highway, traffic, geotechnical, drainage, bridge, environmental and social, and other engineering disciplines.

Deliverables

The Consultant shall submit:

- Preliminary Pavement Design Report;
- Preliminary Pavement Design Drawings and Typical Sections;
- Preliminary Cost Estimates for Pavement Works; and
- Technical inputs to the feasibility study, preliminary engineering design, technical specifications, and Bills of Quantities.

5.3 Preliminary Hydrology, Hydraulic, Drainage and Climate Resilience Design

Based on the findings of the investigations and the Existing Drainage Structure Assessment, the Consultant shall undertake hydrological, hydraulic, drainage, and climate resilience analyses and prepare the preliminary engineering design for the proposed highway in accordance with the applicable national and international design standards.

The scope of work shall include, but not be limited to, the following:

- Collect, review, and analyse hydrological, meteorological, climatological, topographical, geological, land use, soil, drainage, and catchment data required for the hydrological and hydraulic analyses and preliminary engineering design.
- Undertake catchment delineation, rainfall-runoff analyses, flood frequency analyses, hydrological modelling, and hydraulic modelling to determine design discharges, flood levels, flow velocities, flood extents, backwater effects, afflux, scour potential, erosion risks, sediment transport, channel stability, and flood hazards.
- Establish appropriate hydraulic design criteria, design return periods, and climate change allowances in accordance with the applicable road design standards and international best practices.
- Develop preliminary hydraulic and drainage designs for bridges, culverts, box culverts, causeways, roadside drains, longitudinal drains, median drains, cross-drainage structures, outfalls, detention and retention facilities, energy dissipation structures, embankment protection works, flood protection works, and other associated drainage infrastructure.
- Size hydrological studies against 10-, 50-, and 100-year return periods and provide CAPEX sensitivity scenarios reflecting the adoption of 100-year drainage design standards.
- Determine preliminary waterway openings, bridge deck elevations, culvert sizes, freeboard requirements, allowable headwater levels, road overtopping criteria, scour protection measures, erosion control measures, and flood protection requirements.
- Assess the hydraulic performance of major river crossings, floodplains, wetlands, and drainage corridors to ensure that the proposed highway does not adversely affect upstream or downstream flooding, adjacent communities, agricultural land, railway infrastructure, utilities, or other critical infrastructure.
- Assess hydraulic interactions with adjacent infrastructure, including railway crossings, utility crossings, irrigation systems, existing drainage networks, and other transport infrastructure, and recommend appropriate engineering solutions.
- Assess climate change impacts, flood risks, and extreme weather events, and incorporate appropriate climate resilience, flood adaptation, and disaster risk reduction measures into the preliminary drainage and hydraulic design.
- Identify flood-prone areas, environmentally sensitive areas, erosion- or landslide-prone locations, and other hydraulic hazards, and recommend appropriate mitigation measures, including sustainable drainage systems (SuDS), nature-based solutions, bioengineering measures, floodplain management strategies, and erosion and sediment control measures, where appropriate.
- Evaluate runoff management, groundwater recharge opportunities, water harvesting, sediment management, erosion control, drainage asset maintainability, and long-term operation and maintenance requirements to enhance the resilience and sustainability of the drainage system.
- Apply internationally recognised hydrological and hydraulic modelling software, including HEC-HMS, HEC-RAS (1D and 2D), HY-8, GIS-based tools, or equivalent software, as

appropriate, for hydrological analyses, hydraulic modelling, floodplain mapping, and preliminary engineering design.

- Coordinate with the highway, bridge, pavement, railway, geotechnical, environmental and social, utility, traffic, and road safety disciplines to ensure an integrated drainage, flood risk management, and climate resilience strategy throughout the preliminary engineering design.

Deliverables

The Consultant shall submit the following:

- Preliminary Hydrology, Hydraulic, Drainage and Climate Resilience Design Report.
- Hydrological and Hydraulic Models, Floodplain Mapping, and Supporting Design Calculations.
- Preliminary Drainage, Hydraulic, Flood Mitigation, and Erosion Protection Layout Drawings.
- Preliminary Cost Estimates for Drainage, Flood Protection, Erosion Control, and Climate Resilience Works.
- Technical inputs to the Preliminary Engineering Design Report, Technical Specifications, Bills of Materials, and Engineer's Cost Estimate.

5.4 Bridge and Major Structures Preliminary Design

Based on the findings of the bridge condition assessment, geotechnical investigations, hydrological and hydraulic analyses, and highway alignment design, the Consultant shall undertake the preliminary engineering design of all major structures required for the proposed highway.

The scope of work shall include, but not be limited to, the following:

- Evaluate the structural integrity, load-carrying capacity, and overall adequacy of existing bridges and major structures for existing and projected traffic demands, loading criteria, durability requirements, seismic design requirements and other design parameters including anticipated heavier axle loads, and assess their compliance with the Kenya Bridge Design Manual and other applicable bridge design standards.
- Where necessary, undertake preliminary structural analyses or back-analysis of critical structures to verify their suitability for the proposed road standard and determine the appropriate intervention strategy, including rehabilitation, strengthening, widening, replacement, or construction of new structures, based on structural, hydraulic, operational, economic, and whole-life cost considerations.
- Undertake the preliminary engineering design of all new bridges, replacement bridges, bridge widenings, interchanges, flyovers, underpasses, overpasses, retaining walls, reinforced soil structures, major culverts, and other major highway structures, including the development of preliminary structural layouts, span arrangements, deck configurations, pier and abutment layouts, clearance requirements, construction staging concepts, and utility accommodation, where applicable.
- Assess foundation conditions at proposed bridge sites through review of available geotechnical information, previous investigation reports, core drilling records, available

Non-Destructive Testing (NDT) results, visual inspections, and representative field investigations, including trial pits (trenching), sampling, and laboratory testing, where appropriate. Based on these assessments, recommend preliminary foundation systems, including shallow foundations, deep foundations, piles, drilled shafts, caissons, or other suitable foundation types.

- Assess opportunities to optimize bridge and structural designs through value engineering, standardization of structural components, innovative construction methods, accelerated bridge construction techniques (where appropriate), and life-cycle cost optimization.
- Coordinate the bridge and structural designs with the highway, hydrology and hydraulics, geotechnical, pavement, railway, utility, environmental and social, traffic, road safety, and climate resilience disciplines to ensure an integrated preliminary engineering design.
- Prepare preliminary quantities and the Engineer's Cost Estimate for all bridge and major structure works

Deliverables

The Consultant shall submit:

- Preliminary Bridge and Major Structures Design Report.
- Preliminary General Arrangement (GA) Drawings for all major bridges and structures.
- Preliminary Structural Layout Drawings, including deck configurations, span arrangements, pier and abutment layouts, foundation concepts, and typical sections.
- Structural design calculations and supporting analyses.
- Preliminary quantities and Engineer's Cost Estimate for all bridge and major structure works.
- Technical inputs to the Preliminary Engineering Design Report, Technical Specifications, and Bills of Quantities.

5.5 Traffic Safety Assessment and Road Furniture

Based on the findings of the traffic studies, highway alignment design, road safety assessment, and condition assessment of existing traffic control devices and road furniture, the consultant shall undertake a comprehensive traffic safety assessment and prepare the preliminary road safety and road furniture design to achieve a safe, efficient, and resilient highway corridor in accordance with the applicable Ministry of Roads and Transport standards and international best practices.

The scope of work shall include, but not be limited to, the following:

- Review existing traffic operations, intersection and interchange layouts, traffic control devices, road furniture, lighting installations, roadside conditions, available traffic crash data, and previous Road Safety Audit (RSA) reports.
 - Evaluate the safety performance of the existing highway and identify accident-prone locations, black spots, hazardous roadside features, access management issues, pedestrian crossings, non-motorized transport (NMT) facilities, and other road safety deficiencies. Recommend appropriate safety improvements in accordance with the applicable Ministry of Roads and Transport standards and international best practices.
 - Develop preliminary road safety enhancement measures, including intersection and interchange improvements, speed management measures, traffic calming measures (where appropriate), roadside safety treatments, median protection, pedestrian and cyclist facilities, intelligent transport system (ITS) provisions (where appropriate), and other traffic control measures.
-

- Undertake a Preliminary Road Safety Audit (RSA) in accordance with the applicable road safety audit guidelines and recommend measures to eliminate or mitigate identified road safety risks, including preliminary cost estimates.
- Coordinate the road safety and traffic control design with the highway, bridge, traffic engineering, drainage, utility, environmental and social, and other design disciplines to ensure an integrated and safe highway design.

Deliverables

The Consultant shall submit the following:

- Traffic Safety Assessment and Preliminary Road Furniture Design Report.
- Preliminary Road Safety Audit (RSA) Report.
- Preliminary Signing, Pavement Marking, Road Furniture, and Traffic Control Layout Drawings.
- Preliminary Typical Details of Road Safety Devices and Road Furniture.
- Preliminary Cost Estimates for Road Safety Improvements and Road Furniture Works.
- Technical inputs to the Preliminary Engineering Design Report, Technical Specifications, and Bills of Quantities.

5.6. Malaba one Stop boarder operation and capacity

The Consultant shall undertake a preliminary assessment of the operational performance, capacity, and infrastructure of the Malaba One-Stop Border Post (OSBP) and its approach corridors to identify operational constraints and develop preliminary improvement recommendations to support the long-term performance of the Northern Corridor.

The scope of work shall include, but not be limited to, the following:

- Review existing border operations, traffic characteristics, freight movement, customs and immigration procedures, border management systems, and previous studies relevant to the Malaba OSBP.
- Assess the operational performance and capacity of the OSBP, including approach roads, intersections, internal circulation, truck parking and staging areas, cargo inspection facilities, customs processing, ICT systems, and pedestrian facilities.
- Identify existing and future operational bottlenecks affecting traffic flow, freight processing, border efficiency, and road safety.
- Evaluate opportunities to improve traffic circulation, freight logistics, truck parking, customs processing, border infrastructure, Intelligent Transport Systems (ITS), and traffic management.
- Develop preliminary engineering and operational improvement options, including concept layouts, indicative costs, implementation priorities, and phasing.
- Coordinate the findings with the traffic, highway, logistics, economic, road safety, railway, and PPP studies to ensure consistency with the overall corridor development strategy.
- Include a capacity-constraint assessment extending the corridor Level of Service methodology to test whether Malaba OSBP processing capacity (rather than the upgraded road traffic-carrying capacity) becomes the binding constraint on corridor throughput over the 30-year appraisal horizon.

Deliverables

The Consultant shall prepare:

- Malaba OSBP Operations and Capacity Assessment Report.
- Preliminary Improvement Plan and Concept Layouts.
- Preliminary Cost Estimates and Implementation Strategy.
- Technical inputs to the Feasibility Study and Preliminary Engineering Design Report.

5.7 Preliminary Tolling Infrastructure and Intelligent Transport Systems (ITS)

Recognizing that a separate Transaction Advisor may undertake the detailed toll revenue analysis and transaction structuring, the Consultant shall undertake a preliminary assessment of tolling and Intelligent Transport Systems (ITS) requirements to support the feasibility study, preliminary engineering design, and PPP preparation.

The scope of work shall include, but not be limited to, the following:

i. Existing Corridor Assessment

- Review existing corridor operations, traffic characteristics, access control, interchange arrangements, traffic management systems, and relevant national tolling policies and standards.
- Collect and analyse traffic, vehicle classification, Origin–Destination (O-D), and Willingness-to-Pay (WTP) survey data to support tolling and corridor operations.

ii. Preliminary Tolling Assessment

- Assess the technical and operational feasibility of tolling and evaluate alternative tolling strategies, including open, closed, mainline, ramp, and hybrid tolling systems.
- Identify and evaluate potential toll plaza locations, lane requirements, access arrangements, and operational implications, considering traffic operations, safety, constructability, environmental and social impacts, and future corridor expansion.
- Assess traffic diversion, route choice, toll sensitivity, and user behaviour under alternative tolling scenarios and provide technical inputs to the economic, financial, and PPP assessments.

iii. Preliminary ITS Assessment

- Assess opportunities for the application of Intelligent Transport Systems (ITS) to improve corridor operations, traffic management, road safety, incident management, toll operations, and asset management.
- Develop a preliminary ITS concept incorporating, where appropriate, Electronic Toll Collection (ETC), Automatic Vehicle Classification (AVC), Weigh-in-Motion (WIM), Automatic Number Plate Recognition (ANPR), Radio Frequency Identification (RFID/DSRC), Closed-Circuit Television (CCTV), Variable Message Signs (VMS), Automatic Traffic Count and Classification (ATCC), traffic monitoring systems, emergency communication systems, and other appropriate intelligent transport technologies.
- Develop a preliminary concept for communication, power supply, and system integration with national traffic management and tolling systems.

iv. Preliminary Concept Design

- Prepare preliminary concept layouts for toll plazas, tolling facilities, ITS installations, traffic management centres, and associated operational infrastructure, including preliminary requirements for utilities, drainage, road safety, lighting, climate resilience, and environmental mitigation measures.

v. Coordination and Integration

- Coordinate the tolling and ITS assessments with the highway, traffic, pavement, bridge, environmental and social, road safety, utility, economic, financial, and PPP studies to ensure an integrated corridor development strategy.

Deliverables

The Consultant shall submit:

- Preliminary Tolling Assessment Report.
- Preliminary Intelligent Transport Systems (ITS) Strategy and Concept Design Report.
- Preliminary Toll Plaza and ITS Concept Layout Drawings.
- Preliminary Cost Estimates for Tolling and ITS Infrastructure.
- Technical inputs to the Traffic Study, Economic Analysis, Financial Model, PPP Assessment, and Preliminary Engineering Design Report.

5.8 Weighbridge Operations and Axle Load Management

The Consultant shall undertake a comprehensive assessment of existing weighbridge operational performance, axle load management systems, capacity, and future requirements of axle load control facilities along the Mau Summit–Eldoret–Malaba Highway and develop preliminary recommendations to improve freight operations, reduce congestion, enhance enforcement efficiency, and protect the highway from premature pavement deterioration.

The scope of work shall include, but not be limited to, the following:

- Review the existing axle load control strategy, legislation, enforcement procedures, operational policies, and previous studies relevant to the project corridor.
- Assess the operational performance and capacity of existing stationary and mobile weighbridge facilities, including traffic demand, processing capacity, queue lengths, inspection procedures, truck holding areas, vehicle circulation, and operational efficiency.
- Identify existing and future operational constraints affecting freight movement, traffic flow, road safety, and enforcement efficiency, considering projected traffic growth over the design horizon.
- Evaluate opportunities to improve axle load management through modern technologies, including Weigh-in-Motion (WIM) systems, Automatic Number Plate Recognition (ANPR), electronic enforcement systems, digital data management, and integration with Intelligent Transport Systems (ITS).
- Assess the feasibility of implementing WIM pre-screening systems upstream of existing weighbridge facilities to minimise unnecessary vehicle stopping, improve enforcement efficiency, reduce congestion, and protect pavement assets.
- Develop preliminary concepts for weighbridge improvements, including truck stacking and holding areas, internal circulation, access arrangements, enforcement facilities, safety improvements, and supporting ICT infrastructure.
- Assess opportunities to establish an integrated axle load management platform linking weighbridge facilities with national enforcement agencies, traffic management systems, and transport databases to improve monitoring, compliance, and enforcement.
- Coordinate the findings with the highway, pavement, traffic engineering, ITS, road safety, economic, freight logistics, and PPP studies to ensure an integrated corridor management strategy.

Deliverables

The Consultant shall prepare:

- Weighbridge Operations and Axle Load Management Assessment Report.
- Preliminary Weighbridge and WIM Improvement Strategy.
- Preliminary Concept Layouts for Weighbridge Upgrading (where required).
- Preliminary Cost Estimates for Weighbridge Modernisation and ITS Infrastructure.
- Technical inputs to the Traffic Study, Pavement Design, Freight Logistics Assessment, Intelligent Transport Systems (ITS) Strategy, and Preliminary Engineering Design Report.

5.9 Street Lighting Assessment and Preliminary Design

The Consultant shall assess the current and future street lighting requirements along the Mau Summit–Eldoret–Malaba Highway, including interchanges, junctions, toll plazas, service areas, pedestrian crossings, bridges, urban and peri-urban sections, and other critical locations. The objective is to develop a safe, energy-efficient, reliable, and sustainable street lighting strategy in accordance with applicable Kenyan standards and relevant international best practices.

The Consultant’s tasks shall include, but not be limited to, the following:

- Inventory and Assessment of Existing Lighting Systems, power supply infrastructure, and operational performance along the project corridor.
- Determine the street lighting requirements for the proposed highway, considering road classification, traffic volumes, road geometry, road safety, pedestrian activity, security, and operational requirements.
- Develop a preliminary street lighting concept and layout for the highway corridor, including interchanges, junctions, toll plazas, service areas, pedestrian crossings, bridges, and urban sections, in accordance with applicable Kenyan standards and internationally recognised guidelines.
- Evaluate alternative lighting technologies, energy-efficient solutions, smart lighting systems, and renewable energy options, including LED lighting, adaptive lighting controls, solar-powered lighting, and other sustainable technologies, and recommend the most appropriate solutions based on technical, economic, operational, and environmental considerations.
- Assess the adequacy of the existing power supply and distribution network and identify preliminary requirements for new electrical infrastructure, utility connections, backup power systems, and associated corridor services.
- Coordinate the street lighting design with the highway, traffic, tolling, ITS, utility, road safety, environmental and social, and climate resilience studies to ensure an integrated corridor design.
- Prepare detailed cost estimates (CAPEX and OPEX) for lighting system installation, operation, and maintenance, with clear breakdowns of local and foreign components.

Deliverables

The Consultant shall submit:

- Street Lighting Assessment and Preliminary Design Report.
 - Preliminary Street Lighting Layout Drawings.
 - Preliminary Electrical Supply and Utility Requirements.
 - Preliminary Cost Estimates for Street Lighting Infrastructure.
-

- Technical inputs to the Preliminary Engineering Design Report, Technical Specifications, and Engineer's Cost Estimate.

5.10. Preliminary Construction Strategy

The Consultant shall prepare a Preliminary Construction Strategy to demonstrate the technical feasibility and constructability of the preferred project option and to support implementation planning.

The scope of work shall include, but not be limited to, the following:

- Develop preliminary construction staging and phasing concepts for the proposed works.
- Assess traffic management requirements during construction, including temporary traffic diversions, access arrangements, and measures to minimise disruption to road users and adjacent communities.
- Identify major construction risks, constraints, and constructability issues, including utility relocations, environmental and social constraints, railway interfaces, access limitations, material availability, seasonal weather conditions, and climate-related risks.
- Develop an indicative construction sequence for the major project components, including highway works, bridges, interchanges, drainage structures, utilities, tolling facilities, and ITS infrastructure.
- Prepare a preliminary implementation programme, including key milestones, construction duration, critical activities, and phasing strategy.
- Assess construction logistics, including access to construction materials, borrow areas, quarry sites, spoil disposal areas, contractor facilities, and temporary works requirements.
- Recommend measures to improve constructability, minimise construction risks, reduce disruption to traffic and communities, and optimise implementation efficiency.

Deliverables

The Consultant shall submit:

- Preliminary Construction Strategy Report.
- Indicative Construction Staging and Traffic Management Plans.
- Preliminary Implementation Programme and Construction Schedule.
- Preliminary Construction Risk and Constructability Assessment.
- Technical inputs to the Preliminary Engineering Design Report and Engineer's Cost Estimate.

5.11. Preliminary Land Requirements

The Consultant shall determine the preliminary land requirements necessary to accommodate the proposed highway improvements and associated infrastructure, and provide sufficient information to support the Preliminary Resettlement Action Plan (pRAP), environmental and social studies, preliminary engineering design, and project cost estimation.

The scope of work shall include, but not be limited to, the following:

- Determine the indicative Right-of-Way (RoW) requirements for the proposed highway, considering the recommended cross-section, geometric design, drainage, and road safety requirements.
- Identify the preliminary land requirements for associated infrastructure, including interchanges, junction improvements, toll plazas, weighbridge facilities, service areas, truck

parking and staging areas, maintenance depots, ITS facilities, utility corridors, drainage and flood protection works, borrow areas, spoil disposal areas, and other ancillary facilities, where applicable.

- Include the land requirements identified for truck marshalling/staging yards in the preliminary land requirement plans, distinguishing land to be secured by the Project from land already designated or under development by county governments or private parties.
- Assess the need for additional land acquisition, temporary construction areas, utility relocation corridors, environmental buffers, and climate resilience measures.
- Prepare preliminary land requirement plans showing the proposed corridor footprint, areas of permanent and temporary land acquisition, and locations requiring special land reservations.
- Coordinate the land requirements with the highway, bridge, drainage, utility, environmental and social, traffic, tolling, ITS, and pRAP studies to ensure an integrated corridor development strategy.

Deliverables

The Consultant shall submit:

- Preliminary Land Requirements Assessment Report.
- Preliminary Right-of-Way and Land Requirement Plans.
- Preliminary Land Acquisition Schedule and Area Estimates.
- Preliminary Cost Estimates for Land Acquisition and Associated Compensation.
- Technical inputs to the Preliminary Resettlement Action Plan (pRAP), Environmental and Social Studies, Preliminary Engineering Design Report, and Engineer's Cost Estimate.

5.12: Drawings, Specifications, and Bill of Quantities

The Consultant shall prepare the preliminary engineering documentation necessary to support the feasibility study and preliminary engineering design, including:

- Develop indicative output and performance specifications for the proposed highway corridor to define the required functional, operational, safety, durability, and service performance standards.
- Prepare preliminary engineering drawings, including typical cross-sections, plan and profile drawings, junction and interchange layouts, bridge general arrangements, drainage layouts, and other concept drawings necessary to define the proposed works.
- Prepare outline technical specifications for the principal construction works, materials, workmanship, environmental and social mitigation measures, climate resilience measures, and operational requirements.
- Prepare preliminary Bills of Quantities (BoQs) and quantity estimates, including separate items for environmental and social mitigation measures, climate resilience measures, utility relocation, road safety improvements, and other associated works.

5.13: Cost Estimates

The Consultant shall prepare a Preliminary Engineer's Cost Estimate for the recommended project option based on the preliminary engineering design. The estimate shall include, but not be limited to:

- Construction costs by major work item and project component.
 - Preliminary operation and maintenance cost estimates;
-

- Lifecycle cost estimates;
- Separate identification of taxes, duties, contingencies, engineering and supervision costs, utility relocation, environmental and social mitigation measures, climate resilience measures, and physical contingencies.
- Right-of-way acquisition and resettlement costs based on current market values and the preliminary Resettlement Action Plan (RAP), where applicable.
- Foreign and local currency cost components.
- Comparison with similar projects to validate the reasonableness of the cost estimate.
- Appropriate cost accuracy consistent with a feasibility study and preliminary engineering design (generally $\pm 20\%$).

Task 6: Preliminary Environmental, Social and Climate Assessment

6.1 General Information

6.1.1: Objectives

The overarching objectives of the environmental and social (E&S) activities are to:

- Avoid E&S red flag issues / showstoppers that would prevent international financing.
- Establish the technical and financial feasibility of E&S Reference Framework (refer to following section) compliance within the Feasibility / Tender Design.
- Optimize the E&S performance of the Feasibility / Tender Design according to the E&S Reference Framework, Good International Practice (GIP) and emerging and / or innovative E&S and technical methods, technologies, techniques and practices⁴ etc.,
- Support inclusion of full-project costs relating to E&S Reference Framework compliance in the financial models for the project by all relevant parties, including relevant government agencies.
- Communicate to the future Concessionaire sufficient E&S information such that it can understand E&S risks and compliance requirements and include accurate costs, contingencies and other financial or other mitigants etc., in its bid to address and achieve these.
- Inform procurement and early implementation planning.

6.1.2: Lenders Environmental and Social Policy Reference Framework

The Lenders Environmental and Social Policy Reference Framework (the “Reference Framework”) establishes the policies of the international finance institutions (IFIs) that the E&S activities and deliverables will need to comply with. At this stage in the Project the financiers have not been confirmed, and the Reference Framework is consequently broad. The Consultant should note that

⁴ The latter is likely to involve collaboration with / input from technical and engineering specialists as part of the E&S Tasks to identify and evaluate within the Feasibility Study innovative and emerging solutions, including but not limited to (the following is an indicative guide only): nature based solutions (NBS) and soft engineering e.g., for drainage; road surfaces and construction techniques to address climate change risks including heat as well as minimizing O&M phase materials use; culvert design for improving biodiversity habitat as well as risk of wash-out etc.; opportunities to minimize resource use and increase efficiency at all project stages etc. It is expected that preferred options taken forward in the feasibility / tender design will include NBS and soft engineering etc., where such options are technically and financially equivalent or better than hard engineering or traditional techniques, methods etc. The team put forward by the Consultant in its bid shall include appropriate knowledge and experience in emerging and innovative practices such that a meaningful and accurate analysis and comparison of options can be performed within the Feasibility Study.

where there are differences and inconsistencies between the standards in the Reference Framework the most stringent requirements shall apply in all cases.

6.1.3: Reference Framework:

- Kenyan national and as applicable, regional and local environmental and social laws and regulations
- International treaties and conventions to which Kenya is a signatory
- World Bank Group (WBG) Environmental, Health and Safety (EHS) General Guidelines
- WBG EHS Sector Guidelines for Toll Roads
- WBG EHS Sector Guidelines for Construction Materials Extraction⁵
- Asian Infrastructure Investment Bank (AIIB) Environmental and Social Framework 2024
- African Development Bank (AfDB) Integrated Safeguards System 2023
- World Bank Environmental and Social Framework (ESF) 2017
- International Finance Corporation (IFC) Performance Standards (PSs) 2012⁶
- European Bank for Reconstruction and Development (EBRD) Environmental and Social Requirements (ESRs) (2024)⁷
- Equator Principles III

The Consultant shall review and update the Reference Framework as part of the development of ToRs for the full ESIA.

6.1.4: Summary of Key E&S Activities

The E&S objectives will be delivered through the following key activities⁸:

1. **Baseline characterization.** The Consultant shall undertake desk-top review, engage with governmental agencies and other third parties including local topic specialists as appropriate, and supplement with cost efficient targeted surveys where needed to obtain sufficient baseline information to support (i) delivery of the E&S Objectives, including (but not limited) through (ii) identification of potential E&S risks and impacts relevant to the Project, (iii) informing preliminary assessment of E&S risks and impacts, (iv) informing application of the mitigation hierarchy relevant to the feasibility design stage, in particular E&S risk and impact avoidance and minimization, and (v) informing key activities 2-7 below and E&S deliverables
2. E&S options appraisal as part of the feasibility study multi-criteria analysis (MCA) or equivalent approach
3. Preliminary E&S assessment

⁵ The Consultant shall confirm the relevant applicable WBG EHS Guidelines and expand if needed, once the Project and all associated facilities are defined (e.g., the applicability of WBG EHS Guidelines for Power Transmission and Distribution shall be checked, amongst others). The Consultant should note that the WBG EHS Guidelines are currently under revision and reference should be made to the latest available versions when undertaking the scope of work.

⁶ IFC PSs are undergoing revision. The latest version shall be referred to at the point at which the Consultant works commence.

⁷ The Consultant should note that for projects affecting traffic and road safety, the ESRs require the client to take into consideration relevant EU road and traffic safety management standards, consistent with the objectives of Directive 2008/96/EC on road infrastructure safety management (as amended).

⁸ This is a summary of key activities only. The Consultant shall review the full scope of this ToR and address all scope items, including those not summarized here.

4. Preliminary assessment of physical & economic displacement
5. Preliminary stakeholder identification, analysis and engagement
6. Preliminary mitigation, management and monitoring to the extent possible and appropriate to the robustness of analysis carried out. This shall include a preliminary list of the E&S instruments, including the ESIA, ESMPs, Final-RAP, SEP and other topic-specific plans to be prepared by the successful Consortium based on the preliminary E&S assessment and required to achieve compliance with the Reference Framework⁹
7. ESIA scoping, including development of ToRs for the full ESIA and additional E&S instruments that will be developed by the successful Consortium¹⁰.
8. Review of Institutional Capacity
9. Audit of O&M phase E&S Management System, Plans and Procedures etc.

4.1.5: E&S Deliverables

The outputs of the E&S activities will be presented in the following deliverables:

1. Feasibility Study (options appraisal and technical design inputs)
2. Environmental and Social Framework (ESF) – to include (but not limited to) the feasibility stage baseline, preliminary E&S assessment, preliminary mitigation, management and monitoring, Environmental and Social Impact Assessment (ESIA) scoping, ESIA etc., ToRs, institutional capacity, summary and findings of the O&M phase E&S Management System Audit, and all other information required to be recorded and communicated to deliver the E&S Objectives not otherwise addressed through deliverables 1,3 and 4. All outputs from the assessment will be captured in a preliminary E&S Commitments Register for ease of reference.
3. Preliminary Resettlement Action Plan (pRAP)
4. Preliminary Stakeholder Engagement Plan (pSEP) and Grievance Redress Mechanism (GRM).
5. Indigenous Peoples Plan (if triggered by the Indigenous Peoples screening)
6. Biodiversity Development Action Plan

6.1.6: E&S / Technical Interface

The ESF method adopted by the Consultant shall fully integrate E&S into the feasibility design process. Relevant E&S information shall be used to inform and appraise the design on a continuous basis, as part of an iterative design approach. Design and E&S teams shall work collaboratively with regular, meaningful interaction and ‘silo’ working shall be avoided. The Consultant shall fully integrate the program for the ESF sub-tasks (e.g., baseline collection, preliminary assessment etc) and deliverables within the program for Tasks 1-3 and 5 of this ToR. The Consultant’s proposal shall describe how this will be achieved and managed.

Relationship between the ESF and the pRAP

The ESF and the pRAP are complementary instruments prepared at the feasibility stage, each serving a distinct but interrelated purpose within the overall environmental and social risk management approach for the proposed Project.

⁹ The Consultant should note that the final list of E&S instruments to be developed by the successful consortium will necessarily be subject to revision / expansion dependent on the findings of the final ESIA.

¹⁰ The ToRs shall provide clear guidance to the bidders on the scope, depth, methodological expectations and E&S reference framework etc., for the full ESIA and associated management plans.

The pRAP focuses specifically on land acquisition, resettlement, and livelihood-related impacts, and provides an assessment of potential displacement risks, eligibility principles, entitlement frameworks, institutional arrangements, and indicative cost estimates, based on the level of design definition and Right of Way (RoW) information available at this stage. Data collected under the pRAP, including socio-economic baseline information, directly informs the social risk analysis under the ESF.

The ESF, in turn, draws upon and builds on data and analyses generated for the pRAP for the undertaking of feasibility-stage Social Impact Assessment (SIA) for key social risk areas. It provides the broader environmental and social assessment and management context within which the pRAP is situated. It consolidates and synthesizes environmental and social risk identification, feasibility-stage impact assessment, and management planning across thematic areas, including social aspects beyond resettlement, such as community health and safety, labor and working conditions, vulnerable groups, gender considerations, and stakeholder engagement.

The ESF and pRAP together will establish a coherent and robust analytical and management foundation to guide subsequent detailed assessments, ensuring consistency, continuity, and clarity of expectations across the transition from public-sector-led feasibility studies to private-sector-led detailed design and implementation as well as managing the risk of material revisions to environmental and social baseline data, and informing impact assessments, and management measures as the Project advances.

6.2: Environmental and Social Framework

6.2.1: Assessment Context

Environmental and social assessment for the Project will be carried out in two stages. First, an ESF will be prepared at the feasibility stage (as per the specification and scope presented in this ToR). The ESF will inform a full ESIA to be carried out by the successful Consortium at detailed design stage, and the ESF shall be structured and formatted to facilitate ease of use at Stage 2. The full ESIA will be based on the selected Consortium's Detailed Design¹¹ and be informed by supplementary baseline surveys. The full ESIA will include detailed impact assessment studies and all other information as required to comply with the Reference Framework.

The ESF is intended to provide the assessment and management information needed to deliver the E&S Objectives. The Consultant should note that the E&S tasks and activities required to deliver the ESF are therefore broader than conventional ESIA scoping. The methods, techniques and surveys etc., proposed by the Consultant to deliver the ESF should however be proportionate to and reflect the information, schedule and budget constraints of the Project feasibility stage. The Consultant should assume that e.g., season dependent surveys, expensive / resource intensive field

¹¹ Detailed design is a process that continues throughout construction. As the ESIA will need to be completed and accepted prior to construction commencing, based on its knowledge and expectations of the detailed design schedule, mobilization and construction timeline the Consultant shall advise as part of the ESF a proposed 'design fix' date within the selected Consortium's Detailed Design process to enable a robust ESIA to be completed without delay to construction. The Consultant shall capture a realistic roadmap for the full ESIA, including time for Lender Category A disclosure, within the ESF and Project schedule within the Feasibility Study.

surveys, and detailed modelling etc., shall be undertaken as part of the full ESIA to the extent that the E&S Objectives can be delivered in the absence of this information.

The requirements for the ESF set out in this section shall be read in conjunction and supplemented by the information presented in the preceding General Information section.

6.2.2: Overall Approach and Methodology

The Consultant shall adopt a structured, stepwise, and risk-based approach to the preparation of the ESF, integrating environmental and social considerations into feasibility-stage decision making and PPP preparation. The approach shall:

- Be aligned to and compliant with the Reference Framework.
- Reflect the linear and large-scale nature of the Project and the evolving status of detailed engineering design.
- Be informed by, and coordinated with, parallel feasibility-stage instruments, including the technical and financial feasibility study and pRAP; and
- Apply the principle of proportionality, focusing analytical effort on material risks and impacts.

The ESF shall combine corridor-level baseline characterization and feasibility-stage impact assessment to guide subsequent detailed assessment and implementation.

6.2.2.1: Project Description and Definition of the Area of Influence

The Consultant shall include in the ESF the description of the Project option selected through the feasibility studies and as defined in the final Feasibility Study Report. This should include (to the extent that information is available):

- Project objectives, rationale, and strategic context;
- Description of the existing road corridor and proposed upgrading from two lanes to four lanes;
- Indicative horizontal and vertical alignment, typical cross-sections, and design standards;
- Key associated and ancillary facilities, including but not limited to interchanges, junction improvements, toll plazas, weighbridges, service and rest areas, construction camps, borrow pits, quarries, spoil disposal areas, and material haul routes;
- Indicative construction methodology and phasing; and
- Anticipated operational arrangements, including traffic management and maintenance considerations.
- All project information (or where not available, justified assumptions¹²) used to inform the identification and preliminary assessment of E&S impacts in accordance with the Reference Framework, covering all project phases – design, mobilization, construction, commissioning, O&M etc.,

Based on the above, the Consultant shall define the Project's area of influence, covering:

- The direct physical footprint;
- Areas affected by construction-related activities;
- Zones of indirect and induced impacts; and
- Areas relevant for cumulative impact considerations.

¹² All assumptions to be clearly identified as such in the reporting

6.2.2.2: Optioneering and Project Alternatives

The Consultant shall undertake a structured and proportionate analysis of Project alternatives, commensurate with the feasibility-stage nature of the ESF and the current level of engineering definition. The purpose of this is to demonstrate that environmental and social considerations have been integrated into strategic project decision-making, while recognizing that final optimization and detailed comparison of alternatives will be undertaken during the ESIA stage.

It is expected that the analysis of alternatives chapter will be informed to a greater extent by Deliverable 1 (E&S options appraisal)¹³.

The alternatives analysis shall include, but not be limited to, the following:

- No-Project Alternative: Assessment of the likely environmental and social conditions in the absence of the Project, including implications for road safety, congestion, regional and cross-border connectivity, access to markets and services, and cumulative environmental and social pressures along the corridor.
- Road Safety: A dedicated sub-section on how road safety has been appraised as part of the Feasibility Study and hazards eliminated, likelihood of hazards reduced or where they cannot be removed, severity of those issues mitigated so that they can be removed at a later design stage.
- Alignment and Widening Alternatives: Comparative assessment of feasible alignment options and widening strategies (e.g., on-line widening versus localized realignments), focusing on differences in land take, physical and economic displacement, impacts on informal settlements and roadside businesses, sensitive environmental receptors, and risks to physical cultural heritage.
- Design and Junction Alternatives: High-level assessment of alternative junction, interchange, and access designs, with particular attention to impacts on local mobility, community severance, access to farms and services, and safety risks for non-motorized users.
- Construction Method and Phasing Alternatives: Evaluation of alternative construction approaches and phasing strategies, including traffic management options, staging of works, and use of temporary access arrangements, with a view to minimizing disruption to livelihoods, markets, and community services.
- Operational Alternatives: Preliminary assessment of operational design choices with potential social implications, including tolling regimes, access control measures, service road provision, and location of ancillary facilities, with attention to distributional impacts on different user groups.

6.2.2.3: Policy and Legal Framework

The Consultant shall identify and analyze the policy and legal framework applicable to the Project, including:

¹³ The Consultant should note that undertaking E&S appraisal of options and alternatives and clearly and unambiguously recording the findings is a key compliance requirement. Insufficient analysis cannot be addressed at full ESIA stage and as such failure to undertake robustly at feasibility stage could result in the full ESIA being non-compliant with the Reference Framework.

- Kenyan environmental legislation and regulations under the Environmental Management and Coordination Act (EMCA) and National Environmental Management Agency (NEMA) procedures
- National requirements related to land acquisition, compensation, labor and working conditions, occupational health and safety, and community health and safety
- Regional-level regulatory requirements along the Project corridor
- Relevant international conventions ratified by Kenya
- Relevant national, regional and local policies and plans etc., that set the planning context of the Project and summarize all components of those policies and plans etc., that need to be considered in the ESF and future ESIA

Subsequently, the Consultant shall:

- Conduct a gap analysis of national requirements and the international lender requirements included in the Reference Framework.
- Identify potential risks arising from any misalignment and propose measures to address these.
- Ensure that the Project schedule captures activities needed to comply with the full Reference Framework.
- Summarize and capture in ESIA ToRs salient requirements of national policies and plans etc.,
- Present a schedule of activities and responsible parties needed to comply with legislation and obtain all required licenses and permits.

6.2.2.4: Institutional Capacity & Delivery Framework

The Consultant shall identify all state, private and non-governmental parties that will be responsible for delivering the Project in compliance with the Reference Framework. This will include (but not be limited to) KeNHA the State Department for Roads, the PPP Directorate (PPPD) at the National Treasury, the Transaction Advisor, the future Private Party, and the National Environmental Management Authority (NEMA). The capacity of each State party and any confirmed private parties will be reviewed, and the Consultant shall present recommendations to address capacity gaps as applicable and include these within the ESF. As part of this review, the Consultant will identify and consider capacity building measures that KeNHA and other key parties are already subject to under other international financing commitments. For parties that are not known (such as the Consortium that will undertake detailed design and the Construction Contractor), the Consultant shall establish minimum capacity requirements that will be included in relevant ToRs.

Roles and responsibilities of each party for environmental and social management during design, procurement, mobilization, construction, commissioning and O&M shall be clearly identified and defined. An organizational structure showing the hierarchy and inter-relationships of the parties will be provided for each key project stage.

6.2.2.5: Preliminary Environmental Baseline Studies

The Consultant shall compile, review, and analyze environmental baseline data within the defined area of influence, drawing on secondary sources, existing studies, and targeted field reconnaissance. The baseline shall include, as appropriate:

- Climate and meteorological conditions;
- Topography, geology, soils, and geotechnical considerations;

- Surface and groundwater resources, drainage patterns, and flood risk;
- Ambient air quality and noise environment;
- Biodiversity, habitats, and protected or sensitive areas;
- Natural Hazard risks
- Identification of environmentally sensitive receptors that may influence design or mitigation measures (e.g., schools, healthcare facilities, community facilities, energy and utilities, railway crossings, public transport services etc.,).

6.2.2.6: Social Baseline Studies and Integration with pRAP

Building on the socio-economic baseline data collected under the pRAP, the Consultant shall prepare a consolidated social baseline for the Project corridor, including:

- Cultural heritage features;
- Demographic and settlement characteristics;
- The surrounding topography and land use characteristics and proximity to residential neighborhoods from the proposed Project, including current and past land use patterns, whether agriculture, forestry etc.;
- Socio-economic conditions of potentially affected communities and people;
- Vulnerable and marginalized groups, including gender considerations;
- Community health and safety context;
- Existing social infrastructure and services.
- Sensitive receptors and institutions such as schools, dispensaries, hospitals, libraries, places of worships, etc.;
- Past and present use of the location and surrounding land and any historical, religious or cultural significance of the area;
- Demographic character of the surrounding neighborhoods, the sensitivity of the public to the proposed project, including perception to increased traffic, noise, dust, odor, and aesthetic appearance, and potential mitigation measures for such concerns;
- The gender dimensions of the Project including any underlying Gender Based Violence (GBV) risks as a direct result of the Project;
- Other planned development activities on the location and in the nearby surroundings;
- Traffic conditions, existing and proposed, along the Mau Summit – Eldoret – Malaba Road.

The Consultant shall explicitly document the relationship between the pRAP socio-economic baseline survey and the ESF social baseline, clarifying the extent to which data collected for resettlement planning are being used to inform feasibility- SIA. The ESF shall also clearly state that updates to baseline data may be required during the ESIA stage to reflect detailed design and evolving Project conditions.

6.2.2.7: E&S Potential Risk & Impact Identification

In accordance with the Reference Framework and based on the project description, the ESF shall identify and record all potential E&S risks and impacts associated with each stage of the project (design, mobilization, construction, commissioning and O&M).

6.2.2.8: Feasibility-Stage Environmental Impact Assessment & Scoping Conclusion

The assessment shall cover all identified environmental risks and impacts for all project stages. The assessment shall be undertaken in conformity with requirements set out in the Reference Framework.

Potential biodiversity risks and impacts for all project stages will be assessed using desk-top data including iBAT, supplemented with secondary information from non-governmental organizations (NGOs), national and international experts on key species and habitats and academic research etc. The potential for triggering Critical Habitat under the Reference Framework will be evaluated and a precautionary approach adopted. Potential impacts on natural and critical habitats, protected areas, and sensitive ecological features, including habitat fragmentation and disturbance, shall be assessed to inform avoidance and minimization measures at the feasibility stage. Areas of habitat that will be permanently lost and temporarily impacted will be quantified. The biodiversity baseline and impact assessment shall in addition identify known or likely wildlife movement corridors and crossing points along the alignment, in consultation with the Kenya Wildlife Service (KWS), and shall consider relevant ecosystem services (e.g., water regulation, carbon storage, pollination) potentially affected by the Project.

The biodiversity baseline and impact assessment shall be supplemented by detailed field verification of biodiversity-sensitive features along sections of the alignment, including species of conservation concern, protected areas, and areas of recognized biodiversity importance within the Project zone of influence, rather than relying on desk-top data alone.

Consistent with the mitigation hierarchy (avoidance prioritized, followed by minimization, restoration, and, where avoidance is not fully achievable, biodiversity offsets to achieve no-net-loss), the Consultant shall prepare a Biodiversity Development Action Plan as a first-priority feasibility activity given its bankability significance and approximately six-month preparation lead time.

The Consultant shall undertake a formal Indigenous Peoples screening for any communities potentially meeting the eligibility criteria for Indigenous Peoples within the Project Area of Influence, elevated to a first-priority feasibility activity on a par with the traffic study and ESIA scoping.

Where any community is confirmed present within the Project Area of Influence, a Free, Prior and Informed Consent (FPIC) process and Indigenous Peoples Plan shall be developed, commencing at the earliest practicable point in the ESIA phase, supported by a specialist with East Africa indigenous peoples expertise.

It is expected that the assessment of potential construction risks and impacts will consider (but not be limited to) those associated with earthworks, material sourcing, temporary storage and permanent disposal of excavated spoil, construction camps, workshops, concrete batching / asphalt preparation, stone crushing, quarrying, blasting, piling, in-river works, hazardous substances, waste generation and disposal, traffic diversions, and construction-induced air, noise, vibration, pollution impacts etc., with particular attention to sensitive receptors along the corridor.

Operational phase risks and impacts related to design shall be identified and assessed as a priority, with issues avoided to the extent possible. In particular risks associated with longitudinal and horizontal drainage design and capacity, treatment and discharge of longitudinal drainage waters, location of relief culverts and identification of associated upstream – flooding and down-stream erosion risks to agricultural lands, surface water crossings, drainage patterns, flood-prone areas, and bridge flood capacity etc. In addition, air quality, noise and vibration changes during operation could affect nearby receptors and may have design implications such as routing, noise barriers etc., to achieve compliance with the Reference Framework. The assessment shall clearly distinguish between impacts that can be reasonably assessed and mitigated at the feasibility stage and those that will require detailed analysis and confirmation during the ESIA. Key assumptions, uncertainties, and data gaps shall be explicitly documented

The assessment findings will inform the scope of the full ESIA, and the results of the scoping will be documented in the ESF.

6.2.2.9: Feasibility-Stage Health and Safety Assessment & Scoping Conclusion

The ESF will consider occupational and community health and safety hazards and risks in accordance with the Reference Framework. In relation to occupational health and safety (OHS), the ESF will identify higher risk activities associated with each phase of the project and establish the Reference Framework compliant actions that will require to be taken by the Construction and O&M Contractors to assess and manage these at future project stages.

Community health and safety hazards and risks are possible during construction and O&M phases, and include encroachment into construction sites, risk of fatalities from construction and maintenance traffic, use of security forces, risks of GBV, SH and SEA, water-borne viruses and malaria, and access to and operation of a higher capacity road etc.

The assessment findings will inform the scope of the full ESIA, and the results of the scoping will be documented in the ESF.

6.2.2.10: Feasibility-Stage Social Impact Assessment and Scoping Conclusion

The Consultant shall undertake a feasibility-stage SIA, informed by the social baseline and data collected under the pRAP, to identify, analyze, and characterize the Project's key social risks and impacts associated with each stage of the project (design, mobilization, construction, commissioning and O&M). The SIA shall go beyond scoping-level identification and provide analytical depth sufficient to inform design choices, resettlement planning, stakeholder engagement, and risk management, while remaining proportionate to the current level of Project definition.

The SIA shall address, at a minimum, the following thematic areas:

- Access, Mobility, and Construction-Related Disruptions: assessment of temporary and permanent impacts on access to farms, markets, schools, health facilities, and places of business during construction. Particular attention shall be paid to small-scale and informal roadside businesses (e.g., kiosks, vendors, repair services), which are highly vulnerable to

even short-term disruptions as well as long term severance impacts as may be experienced by e.g., farmers.

- **Livelihoods and Local Economic Activities:** analysis of potential impacts on formal and informal livelihoods along the corridor, including roadside trading, transport services, and small enterprises. The assessment shall consider both adverse impacts (e.g., loss of informal trading spaces, displacement of businesses) and potential positive effects (e.g., improved market access), and identify groups likely to experience disproportionate adverse impacts. The assessment shall also consider opportunities for local content, including local employment, skills training, and participation of local businesses in the supply of services and materials during construction and operation, reflecting feedback from stakeholders.
- **Road Tolling, Access Control, and Distributional Effects:** preliminary assessment of how tolling arrangements and access control associated with the upgraded road may alter local movement patterns, travel behavior, and transport costs. The SIA shall consider distributional impacts on poorer households, small traders, informal transport operators, and users dependent on frequent short trips and local stops.
- **Land Use, Right-of-Way, and Displacement Risks:** assessment of social risks associated with expansion of the Right-of-Way (RoW), including economic and physical displacement. The SIA shall explicitly recognize that informal occupation of the RoW is common and that compensation and eligibility for encroachers are often contentious. Findings from the pRAP shall be integrated to inform risk mitigation and communication strategies.
- **Cross-Border and Corridor-Based Economic Dynamics:** analysis of the Project's potential impacts on corridor-level economic patterns, including high volumes of informal and cross-border trade. The assessment shall consider how road upgrading may reshape local economies, including potential displacement of informal livelihoods and changes in the spatial distribution of economic activities.
- **Vulnerable and Marginalized Groups:** identification of groups that may be disproportionately affected by construction and operation impacts, access changes, displacement, or livelihood disruptions, including women, the poor, and households dependent on informal economic activities.
- **Labor Influx and Community Risks:** screening of potential social risks associated with labor influx, including pressure on local services, community health and safety, and risks of gender-based violence and sexual exploitation and abuse (GBV/SEA), commensurate with the feasibility stage
- **Gender-related risks,** including gender-differentiated livelihood impacts, barriers to access and mobility, and risks of Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH), particularly in relation to labor influx, construction camps, and interactions between workers and local communities.
- **Physical displacement and resettlement-related social risks,** including the social implications of relocation, disruption of social networks, and differential impacts on vulnerable groups, to ensure consistency and alignment between the SIA and the pRAP.
- **Cultural heritage risks,** with particular emphasis on chance finds and impacts on known and unknown physical cultural resources, sacred sites, graves, and culturally significant landscapes along the corridor, recognizing the heightened likelihood of such impacts in linear infrastructure projects.

The SIA shall clearly document assumptions, limitations, and uncertainties arising from the feasibility-stage nature of the assessment. It shall identify issues requiring further analysis, data collection, and consultation during the ESIA stage and provide guidance on how such issues should be addressed by the Private Party

6.2.2.11: Cumulative Impacts

The ESF shall include an identification of other existing and planned projects that could result in cumulative E&S impacts and will need to be considered within the full ESIA.

6.2.2.12: Road Safety Assessment

Building on the discussion of road safety appraisal in the Optioneering and Project Alternatives chapter, this section shall define how the hazards associated with the selected feasibility / tender design option have been identified and the activities that will be carried out by the selected Consortium as part of the detailed design activities to further assess, avoid, minimize and otherwise manage those hazards, and the standards that the road safety assessment etc., shall be carried out to¹⁴. If a Road Safety Analysis or equivalent is carried out as part of the Feasibility Study, a copy of the RSA shall be included in an annex to the ESF and cross referenced.

6.2.2.13: Stakeholder Engagement and Information Disclosure

The Consultant shall carry out stakeholder engagement activities proportionate to the feasibility-stage objectives of the ESF, building upon engagement undertaken under the pRAP and other preparatory studies.

This will include:

- Identification and mapping of key stakeholders, including Project-Affected Persons, vulnerable and marginalized groups, local authorities, civil society organizations, and corridor-level stakeholders;
- Design and implementation of consultation activities at the community and corridor levels, using culturally appropriate and inclusive methods;
- Systematic documentation of stakeholder concerns, expectations, and feedback, and explanation of how these have informed project design choices and the ESF¹⁵;
- Disclosure of draft and final ESF outputs in accordance with applicable national requirements and AIIB disclosure policies;
- Establishment of information management arrangements to ensure traceability of stakeholder inputs and continuity into the ESIA and RAP preparation stages.
- Engagement with the Kenya Power and Lighting Company (KPLC) on electric vehicle (EV) charging infrastructure and e-mobility policy direction relevant to the corridor, considering KPLC's ongoing EV pilot and the GIZ study on EV charging needs.

Stakeholder engagement shall be iterative and continuous, and shall provide a foundation for enhanced engagement during subsequent stages of Project preparation and implementation.

¹⁴ Under the Reference Framework presented in this ToR, Road Safety Analysis as per the EU Roads Directive would be required.

¹⁵ This shall include feedback on locations of under and overpasses for pedestrians and cattle.

6.2.2.14: Implementation Arrangements

The ESF coverage of ES implementation arrangements shall:

- Summarize the environmental and social actions that will follow through to entry into operations.
- Summarize how screening, assessment, and management of site-specific risks will be carried out as Project details evolve
- Reference the ESIA ToRs
- Establish how interfaces between instruments, including the ESIA, RAP, Labor Management Procedures, Stakeholder Engagement Plan, and cultural heritage chance finds procedures etc., etc., will be managed and consistency maintained.
 - Present a structured and proportionate framework for the implementation management of environmental and social measures throughout the Project life cycle, recognizing the transition from public-sector-led preparation to private-sector-led implementation under the PPP arrangement. Outline clear implementation arrangements for E&S management, including the delineation of roles, responsibilities, and interfaces among the following entities: Kenya National Highways Authority (KeNHA), in its capacity as the public implementing authority during project preparation and contract management;
 - The future Private Party, responsible for detailed design, construction, operation, and maintenance, and for compliance with applicable environmental and social requirements;
 - Contractors and subcontractors engaged by the Private Party; and
 - Supervising entities, independent engineers, and relevant regulatory authorities.

The implementation arrangements shall reflect the findings of the institutional capacity assessment and shall identify key coordination mechanisms, reporting lines, and decision-making processes necessary to ensure effective environmental and social risk management during implementation.

6.2.2.15: Implementation Schedule and Indicative Cost Estimates

The Consultant shall prepare a high-level implementation schedule of the implementation actions through to operations, and indicative cost estimates for the environmental and social measures identified under this ESF. This is intended to support feasibility-stage planning, risk identification, and decision-making, while recognizing that detailed scheduling and costing will be refined during the ESIA and Project implementation stages. It is important that the schedule for ESIA activities is realistic to achieve Reference Framework compliance, including survey seasons, Lender ESIA package review timeframes and ESIA package revision and Lender disclosure timeframes etc. The date of Project Financial Close shall be included to demonstrate the achievability of the schedule.

The Consultant shall develop a phased and indicative implementation schedule for key environmental and social activities across the Project life cycle, including but not limited to:

- Completion and updating of environmental and social instruments, including the ESIA, pRAP, Final-RAP and other associated plans;
- Land acquisition, resettlement preparation, and livelihood restoration activities, aligned with Project phasing and construction sequencing;
- Stakeholder engagement, disclosure, and grievance management activities;

- Environmental and social management actions during construction and operation, at a framework level.

The schedule shall reflect the anticipated transition from public-sector-led preparation to private-sector-led implementation under the PPP arrangement and shall identify key sequencing considerations, dependencies, and decision points relevant to environmental and social risk management.

The Consultant shall prepare indicative cost estimates for the implementation of environmental and social measures identified under the ESF, including:

- Land acquisition, compensation, resettlement, and livelihood restoration costs, drawing on available pRAP findings and other feasibility-stage data;
- Costs associated with environmental and social management measures during construction and operation, at a framework level;
- Institutional, monitoring, capacity-building, and stakeholder engagement-related costs.

Cost estimates shall be based on available information and clearly state underlying assumptions, exclusions, and uncertainties. The Consultant shall explicitly note that these estimates are indicative and subject to refinement and adjustment during the ESIA, detailed design, and implementation stages.

The Consultant shall identify key cost drivers and sources of uncertainty that may affect environmental and social implementation costs, including design refinements, changes in construction methodology, and evolving social and environmental conditions.

The task shall outline principles for updating schedules and cost estimates through the adaptive management and change control mechanisms, ensuring transparency, traceability, and alignment with the AIIB Environmental and Social Framework and applicable national requirements.

6.2.2.16: Conclusions

The Consultant shall include a set of clear and unambiguous conclusions in response to each of the Objectives of Task 6.

6.2.2.17: Environmental and Social Commitment Register

The Consultant shall prepare an Environmental and Social Commitment Register (ESCR) as a reference tool for the bidders that sets out the key E&S outputs from the assessment. The purpose of the ESCR is to provide a clear and accessible record of agreed commitments and to support continuity into the ESIA package.

The ESCR shall include the preliminary E&S commitments identified through the ESF and pRAP. It is expected this will include (but not be limited to) e.g., commitments on minimum institutional capacity and organizational structure requirements for all parties responsible for delivering E&S mitigations and commitments (as identified in the ESF); commitments towards the development of ES management policies, plans, procedures, instructions etc., and the minimum standards that each will comply with; specific mitigations that should be included in plans, policies and

procedures; institutional capacity development activities, additional actions and activities needed to establish and maintain ongoing compliance with the Reference Framework.

Each commitment will be referenced¹⁶ to:

- The risk / impact it addresses;
- The applicable project stage (design, construction etc); and
- The party responsibility for preparation (as applicable) and delivery of each commitment (e.g., specifically delineating those commitments (plans, actions etc.) that will be the responsibility of governmental agencies (to be specified based on the institutional assessment in the ESF) and those that will be the responsibility of the successful Consortium).

6.3: Preliminary Resettlement Action Plan

The Resettlement Action Plan (RAP) for this Project is proposed to be prepared in two stages. First, a Preliminary RAP (pRAP) will be prepared. Subsequently, subject to confirmation of the detailed engineering design, this pRAP will be updated into a Final RAP once the detailed engineering design is confirmed.

This ToR defines the scope of work for the Preliminary RAP. The pRAP should also include a dedicated section outlining the corresponding ToR for the preparation of the Final RAP, to ensure continuity and orderly transition between Project preparation stages.

6.3.1: Objectives of the pRAP

The objective of this pRAP is to provide an implementable-oriented, risk-managed, and policy-compliant plan for addressing land acquisition, resettlement, and livelihood impacts associated with the Project, based on the currently defined road alignment and the Right of Way (RoW) secured to date by the implementing agency, as reported by the government. The pRAP is prepared at the feasibility stage to support informed decision-making and orderly implementation, in a manner consistent with the Reference Framework.

While the overall road corridor is largely defined and the Right of Way has been secured for much of the alignment, the pRAP should recognize that certain design-related refinements may still occur as the Project advances. Given that the Project is being prepared under a Public–Private Partnership (PPP) structure and that the detailed engineering design has not yet been finalized, this pRAP is intentionally designed to balance the need for a comprehensive assessment of potential resettlement impacts with the recognition of inherent uncertainties at this stage of Project development. Accordingly, it adopts a proportionate and adaptive approach, ensuring that key risks, impacts, institutional arrangements, and cost implications are identified and managed early, while allowing for systematic updating and refinement as Project design evolves.

This pRAP is intended to support implementation while allowing for systematic confirmation and refinement prior to final execution. It does not, at this stage, constitute the final, fully implementable RAP. Rather, it establishes a robust methodological, institutional, and procedural foundation upon which the final, fully implementable RAP will be confirmed and updated

¹⁶ This could be via cross referencing to the relevant ESF / pRAP section, or by including all risks and impacts and the corresponding commitments in the register. The format should be proposed by the Consultant and agreed with the Client and Lenders.

following completion of the detailed engineering design. Through this approach, the pRAP seeks to manage the risk of significant revisions to baseline data, impact assessments, and budget estimates, while safeguarding the rights and interests of PAPs and supporting timely and orderly Project implementation.

The specific objectives of the pRAP are to:

1. Ensure Regulatory and Policy Compliance

- Prepare the pRAP in compliance with the Reference Framework.
- Identify gaps between the Lenders requirements and national legal and regulatory requirements and propose practical measures to bridge such gaps.

2. Define Project Scope and Avoid/Minimize Displacement

- Assess land acquisition alternatives and work closely with project designers, engineers, and affected communities at an early stage to avoid, and where avoidance is not feasible, minimize physical and/or economic displacement.
- Clearly define the project footprint, area of influence, and land requirements, commensurate with the current stage of Project preparation.
- Provide an overview of land acquisition needs and the general land tenure context along the corridor, with particular attention to marginalized and vulnerable groups, including women.

3. Assess Community Profile and Impacts

- Characterize the communities and people residing within the proposed Project footprint, including their livelihoods and socio-economic conditions, while recognizing the diversity of affected populations.
- Identify potential PAPs and assess the anticipated impacts of the proposed project on their living conditions and livelihoods and recommend measures to address economic and/or physical displacement.

4. Establish Baseline Data and Valuation

- Carry out a socio-economic baseline survey to generate baseline data for the identification and characterization of PAPs, which will serve as the basis for monitoring and evaluation of land acquisition, resettlement, and compensation. The survey findings will also inform the development of entitlement packages, including detailed compensation measures and appropriate livelihood restoration interventions.
- Estimate the Project-Affected Population and prepare a preliminary inventory of affected assets, commensurate with the feasibility-stage design information and without constituting a full census or final valuation.

5. Develop Implementation Framework and Cost Estimates

- Define the institutional arrangements for implementation, including clear roles and responsibilities among relevant parties.
- Establish proportionate monitoring and supervision mechanisms for the implementation of land acquisition and resettlement activities.
- Develop a preliminary cost estimate for compensation, resettlement, and livelihood restoration measure

6. Conduct Meaningful Stakeholder Engagement

- Conduct public consultations and meaningful stakeholder engagement with PAPs, relevant government agencies, and non-governmental organizations (NGOs) on land acquisition and resettlement processes.
- Document all consultations, systematically integrate feedback and concerns into project planning, and reflect these issues in the final project design
- 7. Outline the Path of the Final RAP**
- Develop the ToR for updating the pRAP into a Final RAP, including clear guidance on the execution of a full (100 percent) census, updates to the asset inventories and socio-economic baseline surveys, and the detailed design of final entitlement packages.
- 8. Audit and Verification of Previously Secured Right-of-Way**
- Undertake the audit of land acquisition and resettlement activities already completed for sections of the Project corridor where the RoW is reported by the government. The purpose of the audit is to assess the extent to which such activities are consistent with the Reference Framework.
- Where gaps or legacy issues are identified, the pRAP will define appropriate corrective and remedial measures and the procedures for incorporating such measures through the adaptive management and RAP updating process, to ensure overall compliance and manage risks associated with potential future design refinements.

6.3.2: Work Scope of the pRAP

1. Description of the Project

The Consultant should Identify the potential involuntary resettlement impacts of the Project including the:

- Project components or activities that give rise to involuntary resettlement or restriction of access
- Zone of impact of such components or activities
- Alternatives considered to avoid or minimize resettlement or restriction of access.
- Mechanisms established to minimize resettlement, to the extent possible, during project implementation; and,
- Provision of appropriate maps (on various scales) to describe the proposed Project area and location maps.

2. Review of Regulatory Framework

The Consultant should review all the relevant policies, legislation, regulatory and institutional frameworks related to land acquisition and resettlement, and ensure all appropriate regulations are articulated including the analysis of the following:

- The scope of the power of eminent domain and the nature of compensation associated with it, in terms of both the valuation methodology and the timing of payment.
- The applicable legal and administrative procedures, including a description of the remedies available to displaced people in the judicial process and the normal timeframe for such

procedures, and any available alternative dispute resolution mechanisms that may be relevant to resettlement under the project.

- Relevant law (including customary and traditional law) governing land tenure, statutory mechanism for land acquisition, valuation of assets and losses, compensation, and natural resource usage rights, customary personal law related to displacement, and environmental laws and social welfare legislation that are related to resettlement
- Identify the institutions responsible for land acquisition and resettlement, and review laws and regulation relating to such agencies.
- Indicate the provisions of the Lenders requirements, present the similarities and gaps, and provide mechanisms and practical measures to address the gaps, confirming which set of standards is to set precedence in the land acquisition and resettlement.
- Any legal steps necessary to ensure the effective implementation of land acquisition and resettlement activities under the proposed Project, including, as appropriate, a process for recognizing claims to legal rights to land including claims that derive from customary law and traditional usage
- Commonalities between GOK, and the Lenders requirements, basis for effecting payment outside Kenyan legal system.

3. Socio-economic Baseline Survey

The Consultant shall carry out a socio-economic baseline survey of affected households to establish baseline conditions for resettlement planning, livelihood restoration, and monitoring and evaluation purposes.

The survey shall be designed to collect household-level data required for the pRAP, while, to the extent feasible, also generating baseline information relevant to the Social Impact Assessment (SIA) requirements under the future ESIA, in order to minimize duplication of surveys and undue disturbance to affected communities.

The socio-economic baseline survey shall be conducted on a sampling basis, proportionate to the level of design certainty and impact definition available at this stage of project preparation. The Consultant shall clearly document the sampling methodology, limitations, and assumptions used.

Notwithstanding the above, the Consultant shall explicitly recognize that, once the detailed engineering design is finalized, the socio-economic baseline data may require updating or validation to reflect changes in the final Project footprint, impact scope, and affected population, and shall outline the approach for such updates in the pRAP.

Detailed tasks of the Socio-economic baseline survey include:

- Develop a Site Work Plan that incorporates a socio-economic baseline survey. This plan must encompass the sampling design, field work arrangements, the survey questionnaire, and a protocol for coordinating parallel surveys and stakeholder consultations. The draft plan shall be submitted for review and approval by KeNHA and AIIB. This socio-economic baseline survey must also fulfill the data requirements of the Social Impact Assessment as well.
- Sampling and selection of households: the sampling design should ensure representation across locations and impact categories.
- Undertake socio-economic baseline survey: carry out face-to-face interviews using structured questionnaires; ensure informed consent and privacy of respondents and collect

GPS coordinates and take photographs (with permission) where necessary to validate locations and conditions

- Data entering, processing and analyzing using Excel, or other suitable software

The Consultant should undertake socio-economic baseline survey to serve following essential functions:

- identifying characteristics of displaced households, including a description of production systems, labor, and household organization; and baseline information on livelihoods (including, as relevant, production levels and income derived from both formal and informal economic activities) and standards of living (including health status) of the displaced population
- information on vulnerable groups or persons for whom special provisions may have to be made
- identifying public or community infrastructure, property or services that may be affected
- providing a basis for the design of, and budgeting for, the resettlement program
- in conjunction with establishment of a cutoff date, providing a basis for excluding ineligible people from compensation and resettlement assistance
- establishing baseline conditions for monitoring and evaluation purposes
- land tenure and transfer systems, including an inventory of common property natural resources from which people derive their livelihoods and sustenance, non-title-based usufruct systems (including fishing, grazing, or use of forest areas) governed by local recognized land allocation mechanisms, and any issues raised by different tenure systems in the proposed Project area;
- the patterns of social interaction in the affected communities, including social networks and social support systems, and how they will be affected by the Project
- social and cultural characteristics of displaced communities, including a description of formal and informal institutions (e.g., community organizations, ritual groups, nongovernmental organizations (NGOs)) that may be relevant to the consultation strategy and to designing and implementing the resettlement activities.

4. Estimation of Project-Affected Population and Preliminary Asset Inventory

The Consultant shall undertake a systematic and methodologically robust estimation of the PAPs and prepare a preliminary inventory of potentially affected assets, commensurate with the feasibility-stage level of design information currently available for the Project.

This task shall not be construed as a full and final census or a complete asset inventory and valuation exercise. Rather, it shall apply proportionate, transparent, and fit-for-purpose approaches to identify and estimate the scale, nature, and distribution of potential resettlement impacts, in order to inform impact assessment, risk management, and preliminary cost estimation for land acquisition, resettlement, and livelihood restoration.

The estimation of the Project-Affected Population shall be based on available alignment options, right-of-way information, and indicative land requirements, and may combine spatial analysis, field reconnaissance, representative household verification, secondary data, and community-level consultations, as appropriate. The Consultant shall clearly document the methodologies applied,

key assumptions made, confidence levels, and inherent limitations associated with conducting such estimation prior to finalization of the detailed engineering design.

The preliminary asset inventory shall identify the types, categories, and indicative quantities of land, structures, crops, trees, businesses, and other assets that may be affected by the Project, without attributing final eligibility, ownership status, or compensation values at this stage. The outputs shall be sufficient to support the preparation of an indicative resettlement budget and implementation planning, while avoiding the creation of premature expectations among affected communities.

The Consultant shall explicitly acknowledge that, upon confirmation of the detailed engineering design, a full census (100 percent enumeration of affected households) and a complete asset inventory and valuation will be required prior to Final RAP implementation, and that the estimates and inventories prepared at this stage are subject to updating and refinement under the adaptive management framework of the pRAP and shall not be relied upon for eligibility determination or compensation payment at this stage.

5. Valuation of and Compensation for Losses

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

This process should:

- Identify and prepare an inventory of impacted properties and livelihoods for each household whether land owner licensee, tenant, or illegal occupant (female headed, male headed, number if males and females per household)
- Establish compensation criteria and strategies
- Define of the methodology to be used in valuing losses, to determine their replacement cost; and a description of the proposed types and levels of compensation under GoK regulations and such supplementary measures as are necessary to achieve replacement cost for lost assets
- Verify valuation of all land affected both within the ROW and assets including structures, properties, trees crops and livelihoods affected by the Project (disaggregated data) in order to provide the basis for compensation/resettlements; to be acquired and livelihoods lost
- Specify procedures for compensation payment-paying attention to gender aspects, power and control
- Ensure provision for assistance to vulnerable groups – specify who are vulnerable and the type of assistance that can be given in support of their livelihoods

6. Eligibility Criteria and Compensation

The Consultant should do the following:

- Establish criteria for determining the resettlement eligibility of affected households: Eligibility criteria must be advantageous to women and other vulnerable groups, including those without legal title to assets. The eligibility criteria will be disclosed to affected

communities and other Project stakeholders. Feedback from the disclosure process will be used in the delivery of compensation and or livelihood restoration.

- Prepare an entitlements matrix listing all likely impacts and identifying the following:
 - All categories of affected persons
 - All types of loss associated with each category
 - All types of compensation and assistance to which each category is entitled
- Prepare standards for compensation and livelihood restoration: Prepare a formula for setting full replacement costs for assets lost, including land, businesses, and crops. Establish options for culturally acceptable replacements for lost services, cultural sites, common property, or access to resources for subsistence, income, or cultural activities. Define measures for restoration of livelihoods and ensure options promote gender equality
- Prepare options for relocation and income restoration: These will build on the existing social, economic, and cultural parameters of both displaced persons and host communities. Provide for relocation costs, lost income, and income support during transition. Where appropriate, prepare relocation plans, including selection and preparation of relocation sites. Make provisions for landownership, tenure, and transfer and access to resources.
- Where relevant, develop blueprint and plans for replacement housing
- Where incomes must be restored, plan for needs assessment, employment generation, identification of replacement land, and other livelihood-restoration measures. Develop a plan for restoration of livelihoods defining process, compensation measures, partners, time frame, and so forth. Where affected persons are to change their occupation, provide for training and vocational support mechanisms. Review the likely environmental impact of the resettlement process and build in plans to mitigate any adverse environmental effects.
- Make special provision for vulnerable groups: Assess the risks of Gender-based Violence (GBV) throughout the resettlement process. Make provisions for additional support to vulnerable people

7. Public Consultation and Community Consultation

This component should ensure provision of

- A description of the strategy for the interactive and meaningful consultation with and participation of stakeholders and PAPs in the design, implementation of the resettlement activities and modalities for disclosure
- Provide a stakeholder analysis and matrix stipulating the level of power and interest and how to involve them (during pRAP and Final RAP preparation and implementation) in the RAP project cycle;
- A plan for civil society organization / stakeholder structured and on-going engagement in the resettlement planning process
- A summary of the views expressed and how these views were considered in preparing the resettlement plan.
- A review of the resettlement alternatives presented, and the choices made by displaced persons regarding options available to them, including choices related to forms of compensation and resettlement assistance, to relocating as individuals, families or as parts of pre-existing communities or kinship groups, to sustaining existing patterns of group organization, and to retaining access to cultural property (e.g. places of worship and graves)
- Institutionalized arrangements by which the displaced people can communicate their concerns to projects authorities throughout the planning and implementation, and measures

to ensure that such vulnerable groups as the poor, the landless and women are adequately represented.

- Clearly document the consultation that occurred during preparation of pRAP
- Coordinate with the relevant parties and undertake pRAP disclosure to the PAPs

8. Grievance Mechanism

A grievance redress mechanism should be established and provides affordable and accessible procedures for settlement of disputes arising from the land acquisition and resettlement. The grievance redress mechanisms should take into account the provisions of the National Land Commission and availability of judicial recourse; and community and traditional dispute settlement mechanisms.

The GRM should be designed to address affected people's concerns and complaints promptly, including gender-related concerns and complaints relating to GBV, using an understandable and transparent process that is gender sensitive, culturally appropriate and readily accessible to all affected people.

9. Institutional Arrangements

The Pre-RAP shall include organizational framework for implementing land acquisition and resettlement, including identification of agencies responsible for delivery of resettlement measures/activities and provision of services; provide analysis of NGOs that may have a role in project implementation.

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

10. Land Acquisition and Resettlement Cost Estimate

Prepare the cost of the resettlement process and the total budget for the land acquisition and resettlement in table format showing item cost estimate – at current replacement cost without consideration for depreciation - for all resettlement activities (costs of structures, land, livelihoods restoration, capacity building and monitoring of the subproject), including allowances for inflation, natural grown considerations in case of a delay in land acquisition and resettlement implementation, and other contingencies; timetable for expenditure; sources of funds and arrangements for timely flow of funds, and funding for resettlement, if any, in areas outside the jurisdiction of the implementing agencies.

The pRAP shall clearly state that indicative budget estimates may be subject to revision as a result of design refinement, completion of a full census and asset inventory, and implementation of corrective measures identified through the RoW audit.

11. Monitoring and Evaluation

The pRAP shall include arrangements for internal monitoring of resettlement activities by the implementing agency, supplemented by independent external monitoring as considered appropriate by KeNHA and AIIB; to ensure complete and objective information; performance monitoring indicators to measure inputs, outputs, and outcomes for resettlement activities and

means of verification; involvement of the displaced persons in the monitoring process; evaluation of the impact of resettlement for a reasonable period after all resettlement and related development.

12. Prepare an Implementation Schedule

Prepare implementation schedule and ensure that all resettlement activities of the land acquisition and resettlement through implementation including timelines for the achievement of expected benefits to potential PAPs and termination of the various forms of assistance. The schedule should indicate how the resettlement activities are linked to the implementation of the overall Project.

13. Adaptive Management

Given that the Project is currently at the feasibility study stage and that the detailed engineering design has not yet been finalized, the pRAP prepared at this stage shall adopt an adaptive management approach. The pRAP shall be treated as an interim yet implementation-oriented instrument and shall include clear provisions for systematic updating and revision once the detailed design is confirmed and prior to any land acquisition and resettlement implementation.

Specifically, the pRAP shall define procedures, decision points and triggers for updating key elements, including but not limited to: (i) the final Project footprint and land requirements; (ii) the census of PAPs; (iii) the inventory of affected assets and associated valuations; (iv) impact assessments; and (v) the resettlement and livelihood restoration budget. The pRAP shall also outline institutional responsibilities, timelines, documentation requirements, and approval processes for such updates, to ensure that revisions are undertaken in a controlled, transparent, and policy-compliant manner.

The adaptive management framework shall also provide for the integration of findings from the audit of previously secured RoW, to be prepared as an annex to the pRAP. Where such an audit identifies gaps, legacy issues, or inconsistencies with the Reference Framework, the pRAP shall define procedures for assessing the implications of such findings and for incorporating any necessary corrective or supplemental measures through the RAP update process

This adaptive management framework is intended to manage the risk of significant revisions to baseline data, impact assessments, and cost estimates as Project information evolves, and to ensure that the final, fully implementable RAP remains fully compliant with the Reference Framework at the time of implementation.

14. Audit of Secured Right-of-Way

The Consultant shall undertake a review and audit of land acquisition and resettlement activities already completed for sections of the Project corridor where the RoW is reported by the government to have been secured prior to the preparation of this pRAP. The findings of this audit shall be documented as a dedicated Annex to the pRAP.

This task shall be undertaken in recognition that the Project is at the feasibility stage, that detailed engineering design has not yet been finalized, and that the scope and footprint of impacts may evolve as project design is further refined.

The audit shall include, at a minimum:

- A summary description of the sections of the corridor where land acquisition and resettlement activities have already been completed, based on information provided by the Client;

- A review of available documentation related to completed land acquisition and resettlement activities, including legal instruments, compensation records, consultation processes, and grievance handling arrangements;
- An assessment of the consistency of completed activities with the Reference Framework;
- Identification of gaps, inconsistencies, or legacy issues, including those related to eligibility, compensation standards, treatment of informal land users or encroachers, consultation and disclosure, and grievance redress;
- An assessment of the implications of potential future design changes on areas where land acquisition has already occurred.
- Recommendations for corrective and remedial measures, as necessary, to address identified gaps and to ensure alignment with the Reference Framework.

The key findings and recommended actions arising from the audit shall be summarized and reflected, as appropriate, in implementation arrangements, indicative budget estimates, and adaptive management provisions of the pRAP and subsequent Final RAP.

Task 7: Climate assessment

Assessment of Paris Alignment, climate finance and GHG impact.

1. The Climate Risk and adaptation consultant (the Consultant) will work closely with the AIIB Project Team (PT) to carry out the Paris Alignment and Climate finance assessment of the different project components included on the deal following AIIB's methodology.
2. The consultant must evaluate:
 - 1) The alignment of the Project with the mitigation goals of the Paris agreement following AIIB's 5-steps-methodology (BB1).
 - 2) The alignment of the Project with the adaptation goals of the Paris agreement following AIIB's 3-steps-methodology (BB2).
 - 3) The Project's possible qualification as Climate adaptation finance and the percentage of climate adaptation finance following the JMDB's common principles for climate adaptation finance and AIIB's latest proportional approach.
 - 4) The Project's possible qualification as Climate mitigation finance and the percentage of climate mitigation finance following the JMDB's common principles.
 - 5) The estimate of the GHG relative emissions of the project.

7.1 Climate assessment Scope of Work

The project team conducted an initial analysis on the project component showing some findings. These findings are to be taken into account as a starting point by the consultant on its analysis:

7.1.1 Paris Alignment (BB1).

The project will trigger a capacity expansion of the road network and thus, it cannot be considered as Universally aligned under BB1 (mitigation goals). The project will have to go through a Specific Criteria Assessment (5-steps-methodology) to assess its alignment. The Climate mitigation assessment will follow sequentially the 5-steps of the AIIB methodology for BB1 assessment (SC1-SC5), ([link below](#)),

https://www.aiib.org/en/about-aiib/who-we-are/partnership/_download/Methodology-for-Assessing-the-Alignment-of-AIIB-Investment-Operations-with-the-Paris-Agreement.pdf.

Consisting on:

SC1 and SC2: Nationally Determined Contribution (NDC) Alignment and Long-Term Strategy (LTS) Alignment. The Project should not be inconsistent with the country NDCs, LTSs, and other national, regional, or sectoral low-carbon policies and strategies compatible with the PA mitigation goals.

SC3: Low Carbon Pathway (LCP) Consistency. The Project should not be inconsistent with the road transport fleet decarbonization pathway of the country.

SC4a: Alternatives Test. A more efficient transport infrastructure cannot serve the current and forecasted passenger and freight demand with a similar level of service.

SC4b: Lock-in Test. The Program should not prevent the future deployment of more efficient vehicle fleet, as well as other Paris-aligned activities.

SC5: Economic Viability. The Program should be economically viable, when considering the GHG emissions during construction and operation (valued at a shadow carbon price).

7.1.2 Paris Alignment (BB2).

The Project will be assessed during appraisal stage checking the context of vulnerability and the measures (structural and non-structural) adopted to determine its alignment under the Paris Agreement's adaptation goals (BB2).

This Climate Resilience Assessment (CRA) will follow sequentially the 3-steps of the AIIB methodology for BB2 assessment (link below).

https://www.aiib.org/en/about-aiib/who-we-are/partnership/_download/Methodology-for-Assessing-the-Alignment-of-AIIB-Investment-Operations-with-the-Paris-Agreement.pdf.

Consisting on i) a full CRVA, identifying the exposure, sensitivity and vulnerability for each one of the possible climate hazards that might affect the Project ii) a set of structural and non-structural measures that will be implemented on the project to mitigate the climate hazards found on the CRVA that could materially affect the project and iii) compatibility of the project against the NDC and other national adaptation strategies. Further explanation on the steps is as follows:

Step 1) Establishment of the Climate Risk and Vulnerability Context. This requires an operation to identify any material physical climate risks that could adversely impact its activities, and assess the sensitivity, exposure, and overall vulnerability of the project to relevant climate related hazards. The timeframe for the assessment should be appropriate for the lifetime of the investment. Several data and analytical tools are available to support an initial project physical climate risk screening. Where risks have been identified as medium or high (i.e., material), a detailed climate risk and vulnerability assessment (CRVA) is required in order to support the consideration of suitable adaptation measures. Next sub-steps should be followed:

- i) Defining boundaries and scope,
- ii) Sensitivity Analysis: Sensitivity analysis aims to identify which climate hazards are relevant to the specific activity and acts as an initial filter for hazards that are not

relevant to the operation in question. Sensitivity analysis is irrespective of location and should consider various components of the activity's operation and how it operates within a wider sector or system. It should consider any onsite assets and processes, inputs and resources, products and services and wider transport links, and how these might be affected by different climate hazards, including, for example, flood risk, drought, sea-level rise, landslides, wildfires and heatwave risk. There are a number of sensitivity matrices with varying degrees of detail (both in relation to the granularity of economic activity, and the levels of sensitivity assigned) that can be used to support this step.

- iii) **Exposure Analysis:** Once the climate hazards that may affect an operation have been identified, location-specific data should be used to understand the level of exposure to different hazards and how this may change under differing climate scenarios. Good practice would use at least two emissions scenarios in the assessment and draw from the ensemble of climate model projections in order to account for future uncertainties. When using publicly available data for exposure analysis, several aspects of data should be considered to ensure a robust assessment is made, including, spatial coverage and resolution; Temporal coverage and timeframe; Representativeness; and Replicability (for re-assessment).
- iv) **Vulnerability Analysis:** This combines exposure and sensitivity to determine the overall vulnerability of the operation to a specific hazard. In this assessment framework there is no need to include adaptive capacity, as the second step is to demonstrate how specific vulnerabilities are managed through the project – so if the capacity of the beneficiary is high then this will be reflected in the adaptation measures included in the project and listed in the second step below.

Step 2) Incorporating measures (both structural measures on the design as well as operational measures) to address climate risks and opportunities and enhance climate resilience. For each climate vulnerability identified, appropriate resilience measures need to be identified and integrated within the design of the project or activity. These may include structural measures – increasing resilience by adjusting the design of infrastructure and technology to mitigate physical climate risks and avoid the worst impacts, operational measures such as the development of emergency plans for different risks, or non-structural measures such as capacity-building, improved maintenance schemes or improved systems for monitoring and early warning. Applicable engineering design standards should be considered. Typically, where engineering standards and codes exist, the design measures to mitigate climate risks are covered, however an assessment on how the standards and codes have been applied should be undertaken, especially regarding the relevant hydrometeorological parameters. The assessment should consider whether changes in relevant hydrometeorological design parameters have been factored in, based on best available science, and taking into account associated uncertainties.

The set of measures to mitigate the climate hazards of the CRVA must be real measures that will be incorporated into the project, and thus they must be discussed and agreed with the client and designers, not just a pure list of proposed measures. These measures can be structural and operational (ie. evacuation plans, etc.).

Step 3) Check that the operation and its components are not inconsistent with the sectoral or national priorities for climate resilience. This requires an assessment of whether project activities are inconsistent with existing local, national, regional or sectoral policies and priorities for adaptation and resilience.

7.1.3 Climate Finance.

Estimate climate finance, i.e., AIIB finance associated with activities that contribute to mitigation (reducing GHG emissions) and adaptation (reducing the vulnerability/enhancing the climate resilience of the project and/or relevant communities, ecosystems or economic sectors). The Climate finance estimate will be based on the methodology of the JMDB common principles for tracking climate mitigation finance and on the JMDB common principles for tracking climate adaptation finance (links below).

<https://www.adb.org/sites/default/files/institutional-document/885296/common-principles-climate-mitigation-finance-tracking.pdf>

<https://thedocs.worldbank.org/en/doc/20cd787e947dbf44598741469538a4ab-0020012022/original/20220242-mdbs-joint-methodology-climate-change-adaptation-finance-en.pdf>

Each one of the climate mitigation finance activities must be justified by its inclusion on the list of climate mitigation finance activities of the JMDB common principles for tracking climate mitigation finance. The activity must comply also with the guidance and criteria of the JMDB common principles for that category.

Close coordination shall be maintained with the climate risk assessment team and engineering design team to assess the climate risks and vulnerability and to analyze the climate mitigation and adaptation measures incorporated in the project design.

7.1.4 GHG assessment:

The consultant must perform GHG emissions calculation of the assigned Project, i.e., both gross and relative emissions, by following AIIB's GHG accounting methodology which will be provided by the Project team. Specifically,

- Identify the most plausible Baseline scenario and the key GHG emission sources for both Baseline and Project scenarios.
- Present the key information and assumptions (where relevant) applied in the calculation.
- As needed, discuss with AIIB Climate Specialist the choice of alternative sector-specific methodologies.
- Construction emissions must be included in the calculation.
- In addition to operational and traffic emissions, the Consultant shall prepare a Scope 3 (supply chain) greenhouse gas emissions assessment covering material sourcing, concrete production, and equipment mobilization, to ensure a comprehensive GHG footprint assessment consistent with emerging multilateral development bank practice.

In addition to the Paris Alignment and climate finance qualification assessment, identify and flag specific climate resilience measures within the Project that may be eligible for concessional or blended climate finance instruments (e.g., multilateral climate funds, green/climate bonds), as an input for consideration by the Transaction Advisor.

The consultant will provide all the calculations in a spreadsheet format on top of the written summary.

A summary table showing the Baseline Emissions, Project Emissions, Relative Emissions and Gross Emissions is also required. See the indicative table format below.

	Project Scenario			Baseline Scenario
Service or product provided by the Project				
Description of activities				
Types of emissions	Gross Emissions		Other consequential emissions	Baseline Scenario emissions
	Scope 1+2	Scope 3		
Material emission sources		-	-	
Relative Emission (tCO ₂ e/yr)				
Note		-	-	

Task 8: Development of PPP-Ready Technical Outputs:

The objective of this task is to develop the technical information and preliminary engineering outputs required to support the subsequent Public-Private Partnership (PPP) transaction process. The Consultant shall prepare PPP-ready technical documentation that defines the project's functional, operational, and performance requirements while providing sufficient engineering information to support financial modelling, Value-for-Money (VfM) assessment, affordability analysis, risk allocation, PPP structuring, and procurement activities to be undertaken by the separately appointed Transaction Advisor.

The Consultant shall develop output- and performance-based specifications that define the outcomes to be achieved by the Concessionaire, rather than prescribing detailed design or construction methods. The specifications shall be measurable, verifiable, auditable, and suitable for incorporation into the PPP bidding documents and PPP Agreement.

The Consultant shall work closely with KeNHA, the PPP Directorate, AIIB, and the Transaction Advisory Consultant to ensure full consistency between the technical, financial, and legal aspects of the PPP structure

8.1: Development of Output Based Technical Specifications

The Consultant shall develop output-based technical specifications defining the service and performance outcomes required from the Project. These specifications shall focus on what outcomes must be delivered by the future PPP Concessionaire over the full concession period rather than prescribing detailed design solutions.

The Output Specifications shall focus on:

- What outcomes must be achieved and how performance is measured, rather than prescribing detailed design solutions;
- Enable private sector innovation while ensuring service quality and risk transfer;
- Be measurable, auditable, and enforceable;
- Be consistent with lifecycle assumptions, traffic forecasts, environmental and social commitments, and climate resilience requirements.

The Output Specifications shall define the required outcomes for, but not be limited to:

- Road availability and network functionality.
- Traffic capacity and mobility.
- Safe and efficient operation of the highway.
- Pavement, bridge, drainage, and geotechnical asset functionality.
- Climate-resilient and reliable drainage systems.
- Operation and maintenance of tolling and Intelligent Transport Systems (ITS).
- Incident management and emergency response.
- Customer service and road user experience.
- Environmental and social performance.
- Asset management throughout the concession period.
- Residual asset condition and handback requirements at the end of the concession.

The Output Specifications shall be measurable, auditable, technology-neutral, outcome-based, and suitable for inclusion in the Concession Agreement

Output Specifications shall cover, at a minimum:

8.1.1 Infrastructure, Asset Availability & Capacity Outputs

Develop specification for the following output area

- Highway alignment, geometric standards, lane configuration, median treatments, junctions, interchanges, and interfaces with existing transport infrastructure.
- Right-of-way management, access control, frontage roads, service roads, and provisions for non-motorized transport (NMT).
- Requirements for pavement rehabilitation cycles and acceptable deterioration rates.
- Pavement performance outcomes, including ride quality (IRI), structural capacity, rutting, cracking, skid resistance, durability, and lifecycle intervention thresholds.
- Bridge and structural performance requirements, including load-carrying capacity, structural integrity, durability, hydraulic performance, scour protection, seismic resilience, fatigue performance, and minimum design life.
- Drainage and hydraulic performance outcomes, including design flood standards, freeboard requirements, flood recovery time, erosion and sediment control, embankment protection, and climate resilience measures.
- Required design life (typically 100 years for major bridges).
- Requirements for expansion joints, bearings, and corrosion protection.
- Required hydraulic performance (e.g., ability to pass 1-in-50 or 1-in-100 year floods).
- Minimum freeboard requirements.
- Minimum clearance requirements for structures (vertical and horizontal).
- Performance requirements for culverts, retaining structures, slope stabilization, erosion protection works, and other ancillary civil infrastructure.
- Performance requirements for road furniture, street lighting, traffic signs, pavement markings, roadside safety barriers, fencing, and other highway assets.
- Asset availability requirements and minimum levels of service throughout the concession period.
- Design life and lifecycle performance requirements for all major asset classes(e.g., 20–30 years for surface, 40+ years for base).
- Standards for stormwater management and environmental protection.

8.1.2: Operations & Maintenance (O&M)

- The Consultant shall develop performance requirements to ensure continuous, efficient, safe, and reliable operation of the highway throughout the concession period, including:
- Asset inspection, monitoring, preventive maintenance, and rehabilitation requirements.
- Maximum response and repair times for routine and emergency maintenance activities.
- Pavement, bridge, drainage, lighting, and roadside asset performance standards.
- Maintenance planning, asset management systems, and lifecycle performance monitoring.
- Availability requirements and permissible lane closure durations.

Emergency preparedness, business continuity, and disaster recovery requirements.**8.1.3 Traffic Operations & Road Safety Outputs**

- Minimum Levels of Service (LOS) for traffic operations under normal and peak conditions;
- Incident detection, response, clearance, and emergency management outcomes;
- Road safety performance outcomes, including signage, road furniture, lighting, and safety barriers;
- Blackspot mitigation and safety audit outcomes

8.1.4 Tolling, Intelligent Transport Systems (ITS) & Corridor Operations Outputs

- Toll system availability, transaction accuracy, revenue integrity, and lane throughput.
- Electronic Toll Collection (ETC), Automatic Vehicle Classification (AVC), Automatic Number Plate Recognition (ANPR), Weigh-in-Motion (WIM), traffic monitoring, CCTV, Variable Message Signs (VMS), and traveller information systems.
- Interoperability with national tolling, axle load management, and transport management systems.
- Cybersecurity, data integrity, system redundancy, disaster recovery, and business continuity requirements.
- Operational performance of traffic management centres and corridor control systems.

8.1.5 Environmental, Social, and Climate Outputs

- Compliance with ESIA, ESMP, RAP, and stakeholder engagement commitments;
- Environmental performance outcomes related to noise, air quality, biodiversity protection, and community health and safety;
- Climate resilience and adaptation requirements consistent with AIIB policies.

8.1.6 Handback Outputs

- Minimum asset condition and remaining useful life at the end of the concession;
- Inspection, certification, and remediation requirements prior to handback;
- Asset registers, maintenance records, and technical documentation to be transferred to the Contracting Authority.

8.2 Development of Performance Standards (Detailed, Measurable, and Enforceable)

The Consultant shall translate the Output Specifications into clear, measurable, and enforceable performance standards that define the minimum acceptable service levels throughout the concession period.

- Be objective, auditable, and enforceable;
- Define clear thresholds, tolerances, and intervention levels;
- Specify inspection regimes, monitoring requirements, and reporting obligations;
- Enforceable throughout the concession period
- Be aligned with the role of the Independent Engineer.

Performance Standards shall include, but not be limited to:

- Routine and periodic maintenance standards.
- Performance thresholds and tolerances for pavement, structures, etc;
- Inspection and monitoring methods such as Bridge and structure inspection frequencies, condition indices, and intervention triggers, Drainage performance standards, blockage tolerances, and rectification timelines;
- Response and rectification times such as Traffic operations and incident management response times;
- Escalation and non-compliance conditions;
- Tolling and ITS standards including system uptime, transaction accuracy, and data security;
- Environmental and social compliance standards aligned with ESMP and RAP obligations.
- Incident response times.
- Asset inspection frequencies.
- Occupational Health and Safety (OHS) requirements.

- Customer service standards.
- Asset renewal requirements.
- Handback condition standards.

Each Performance Standard shall clearly define:

- Performance target.
- Measurement methodology.
- Frequency of inspection.
- Responsible party.
- Reporting requirements.
- Non-compliance thresholds.
- Corrective actions.
- Payment deductions and performance incentives, where applicable.

8.3 Development of Key Performance Indicators (KPIs)

The Consultant shall develop a KPI framework that translates the Output and Performance-Based Technical Specifications and Performance Standards into measurable indicators for monitoring the future PPP Concessionaire's performance throughout the concession period.

The KPI Framework shall provide the technical basis for the PPP performance management system and shall support the development of the payment mechanism, performance deductions, incentive arrangements, lifecycle asset management, and independent performance monitoring to be undertaken by the Transaction Advisor.

The KPI Framework shall:

- Be directly derived from the Output Specifications and Performance Standards.
- Include objective, measurable, auditable, and verifiable indicators.
- Define performance measurement methodologies, reporting requirements, and monitoring frequencies.
- Establish performance thresholds, target values, and minimum acceptable service levels.
- Provide technical inputs to the payment mechanism, performance deductions, and incentive regime.
- Be suitable for monitoring by the Independent Engineer throughout the concession period.

The Consultant shall develop KPIs covering, but not limited to, the following categories

8.3.1 Infrastructure Availability and Continuity of Service KPIs

- **Availability & Continuity of Service KPIs:** lane availability, carriageway availability, toll system and ITS uptime, unplanned downtime, restoration time;
 - **Asset Condition & life cycle performance KPIs:** pavement condition indices, bridge condition ratings, drainage functionality, structural integrity, maintenance, life cycle renewal, etc.;
 - **Safety & regulatory compliance KPIs:** fatale incidences, incident response times, accident reduction targets, road safety audit;
 - **Service quality & Customer Service KPIs:** qqueue / congestion time, toll transaction accuracy, complaint resolution timelines, user satisfaction score, iinformation availability;
-

- **Operations & Maintenance (O&M):** O&M staffing levels, Equipment uptime, Planned maintenance execution, Incident reporting, etc.
- **Environmental and Social KPIs:** compliance with noise, air quality, biodiversity, and social management requirements.

8.3.2 Lifecycle Costing and Technical Cost Estimates

The Consultant shall:

- Prepare CAPEX and OPEX estimates for each technical option;
- Undertake lifecycle cost analysis covering routine and periodic maintenance and rehabilitation;
- Provide cost inputs and assumptions suitable for later financial feasibility analysis.

8.3.3 Develop KPIs relating to traffic operations, safety, and statutory compliance

- Traffic Levels of Service (LOS).
- Travel time reliability.
- Traffic congestion and queue lengths.
- Incident detection, response, clearance, and recovery times.
- Emergency response performance.
- Road Safety Audit implementation.
- Blackspot monitoring and mitigation.
- Crash and fatality reduction indicators.
- Compliance with axle load control and freight management requirements.
- Compliance with applicable legislation, standards, and regulatory obligations.

8.3.4 Asset Condition and Lifecycle Performance KPIs

Develop KPIs to monitor long-term asset performance and lifecycle management, including:

- Pavement performance indicators (ride quality, IRI, rutting, cracking, skid resistance, structural capacity, and durability).
- Bridge and structural condition ratings.
- Drainage functionality and hydraulic performance.
- Embankment and slope stability.
- Condition of road furniture, pavement markings, traffic signs, safety barriers, and street lighting.
- ITS and tolling equipment reliability.
- Preventive and periodic maintenance compliance.
- Lifecycle renewal and rehabilitation performance.
- Residual asset condition and remaining useful life.

8.3.5 Traffic Operations, Road Safety, and Regulatory Compliance KPIs

Develop KPIs relating to traffic operations, safety, and statutory compliance, including:

- Traffic Levels of Service (LOS).
- Travel time reliability.
- Traffic congestion and queue lengths.
- Incident detection, response, clearance, and recovery times.
- Emergency response performance.
- Road Safety Audit implementation.

- Blackspot monitoring and mitigation.
- Crash and fatality reduction indicators.
- Compliance with axle load control and freight management requirements.
- Compliance with applicable legislation, standards, and regulatory obligations.

8.3.6 Customer Service and User Experience KPIs

Develop KPIs to measure service quality and customer satisfaction, including:

- Toll transaction accuracy and processing times.
- Toll plaza queue lengths and delays.
- User information availability and accuracy.
- Traveller information system performance.
- Customer complaint response and resolution times.
- Customer satisfaction indices.
- Availability of emergency assistance and roadside support services.

8.3.7 Operations and Maintenance (O&M) KPIs

Develop KPIs to monitor the effectiveness of highway operations and maintenance, including:

- Planned maintenance completion rates.
- Preventive maintenance compliance.
- Maintenance response and rectification times.
- Availability and reliability of maintenance equipment.
- Asset inspection programme compliance.
- Incident reporting and corrective action implementation.
- Asset management system performance.
- Workforce competency and operational resource availability.

8.3.8 Environmental, Social, and Climate Performance KPIs

Develop KPIs to monitor compliance with environmental, social, and climate commitments, including:

- Compliance with the ESIA, ESMP, RAP, SEP, Labour Management Procedures (LMP), and other approved safeguard instruments.
- Air quality, noise, vibration, and water quality performance.
- Biodiversity conservation and habitat protection.
- Waste management and pollution prevention.
- Occupational Health and Safety (OHS) performance.
- Community health and safety performance.
- Climate resilience and adaptation measures.
- Greenhouse gas monitoring and environmental reporting compliance.

8.3.9 Asset Handback KPIs

Develop KPIs to ensure that highway assets are returned to the Contracting Authority in the required condition at the end of the concession period, including:

- Minimum residual pavement life.
 - Bridge and structural condition.
 - Remaining service life of drainage systems.
-

- Functional condition of tolling and ITS infrastructure.
- Condition of road furniture, lighting, traffic signs, and safety barriers.
- Compliance with handback inspection and certification requirements.
- Completeness of asset registers, maintenance records, and digital asset information.

8.3.10 KPI Monitoring and Performance Management Framework

The Consultant shall develop a Performance Management Framework that defines:

- KPI definitions and performance objectives.
- Performance measurement methodologies.
- Data collection and quality assurance procedures.
- Monitoring frequencies and reporting requirements.
- Performance thresholds, target values, and intervention levels.
- Performance scoring and rating methodology.
- Compliance verification procedures.
- Responsibilities of the Independent Engineer.
- Technical inputs for payment deductions, abatements, incentives, and performance bonuses.
- Audit procedures, performance reviews, and continuous improvement mechanisms.

8.3.11 Drafting of Technical Schedules for the PPP Agreement

The Consultant shall prepare or contribute to all technical schedules, including:

I. Design and Construction Requirements Schedule

- Applicable standards (AASHTO, Eurocodes, national standards).
- Requirements for design submissions and approvals.
- Requirements for construction quality assurance and quality control.

II. Operations and Maintenance Requirements Schedule

- Routine and periodic maintenance obligations.
- Inspection requirements.
- Emergency response obligations.
- Winter maintenance (if applicable).

III. Handback Requirements Schedule

- Minimum condition thresholds.
- Required remaining life of assets.
- Required documentation and asset inventory.

IV. Environmental and Social Management Schedule

- ESMP obligations.
- Monitoring and reporting requirements.
- Community engagement obligations.

V. Data and Reporting Schedule

- Required data formats and frequency.
- Requirements for real-time data sharing.
- Requirements for audits and inspections.

VI. Payment Mechanism Technical Annex

- KPI definitions.
- Measurement methods.
- Deductions and bonus formulas.

- Availability calculations.

Deliverables

The Consultant shall prepare and submit:

- PPP-Ready Technical Outputs Report.
- Output and Performance-Based Technical Specifications.
- Performance Standards Framework.
- Key Performance Indicator (KPI) Framework and Performance Monitoring Framework.
- Technical inputs to the PPP Payment Mechanism, Risk Allocation Matrix, Value-for-Money (VfM) Assessment, Public Sector Comparator (PSC), and PPP Procurement Documents.
- Draft Technical Schedules for incorporation into the PPP Agreement.
- Technical inputs to the Preliminary Engineering Design Report and Feasibility Study Report, including all supporting technical data, calculations, models, drawings, and editable electronic files.

The Consultant shall coordinate closely with the Transaction Advisory Consultant to ensure that the KPI framework and payment mechanism inputs are fully aligned with the financial model and the overall PPP risk allocation.

Task 9: On the Job Knowledge Transfer and Project Implementation Support.

9.1 Objective

The objective of this Task is to strengthen the institutional, and technical capacity of the Contracting Authority and other designated stakeholders to effectively undertake Feasibility Studies prepare under a Public-Private Partnership (PPP) framework.

The Consultant shall adopt a collaborative implementation approach that promotes institutional learning, active participation by the Client, timely decision-making, effective coordination among stakeholders and sustainable transfer of knowledge throughout the duration of the Assignment.

On the Job Knowledge Transfer shall therefore be embedded within all technical tasks and activities of the Assignment

In addition, the Consultant shall provide implementation facilitation services necessary to support the efficient execution of the Assignment, ensuring that all technical studies, stakeholder engagements, governance arrangements and consultations are coordinated in an effective, timely and transparent manner.

9.2 Scope of Services

The Consultant shall design and implement a comprehensive knowledge transfer programme that enables the Clients staff seconded to the project to acquire the practical skills and institutional experience required for the successful implementation of the Assignment and subsequent management of the Project.

The programme shall be integrated into every phase of the Assignment and shall combine, practical participation, mentoring, collaborative technical reviews and continuous knowledge sharing.

The Client will second engineers and other personnel to work with the Consultant and they will work closely with the consultant in the feasibility study process in order to make use of the opportunity for technology transfer.

These Counterpart Personnel will work under the Consultant and management of the Consultant. The administrative matters and the payments of the Counterpart Personnel is the responsibility of the Consultant and it will be deemed to be included in their financial submission.

The Consultant shall also provide project implementation facilitation services including site visit by Client to support coordination of activities undertaken under these Terms of Reference.

4. Reporting requirement and time schedule for the deliverables

4.1 Reporting Requirements

The Consultant shall consolidate findings from all technical, economic, and environmental, into a preliminary report, to be presented to the Asian Infrastructure Investment Bank (AIIB) and the Government of Kenya, through its implementing agency, the Kenya National Highways Authority (KeNHA).

The Consultant shall undertake the assignment in close coordination with the Client (KeNHA) and other relevant stakeholders, including the PPP Directorate (National Treasury) and AIIB. Regular consultations shall be maintained throughout the project to ensure alignment with stakeholder expectations and timely resolution of emerging issues.

All reports shall be prepared in English and presented in both hard copy and electronic format (editable Word, Excel, and PDF versions).

The reports shall include sufficient technical, socioeconomical, environmental and analytical detail to support the conclusions and recommendations made. All drawings shall be submitted in appropriate CAD/GIS formats, while data and models shall be provided in editable and accessible formats.

The consultant will discuss and get approval of the software format used to prepare the soft copies for drawings to ensure compatibility with available software in the client's establishment.

Interim progress presentations shall be made at each key stage to review findings, receive feedback, and ensure alignment with the Client's expectations.

The Consultant/Consortium will report directly to AIIB, Director (PPP) KeNHA, and PPPD/NT. Payments will be processed once the deliverables have been approved by KeNHA, with the advice of AIIB and PPPD/NT.

Deliverables must be simultaneously submitted to AIIB, KeNHA and the PPP Directorate in soft and hard copies as shown in the table below. Report must be delivered at the following addresses:

Director General
Kenya National Highways Authority (KeNHA)
Barabara Plaza, Airport North Road, Opposite KCAA.
P.O. Box number: 49712 - 00100 Nairobi. Kenya.

Director General
Public Private Partnerships Directorate
Kenya-Re Plaza, 6th Floor, Taifa Rd
P.O. Box 30007-00100 Nairobi, Kenya

AIIB Headquarters, Tower A, Asia Financial Center,
No.1 Tianchen East Road, Chaoyang District, Beijing 100101
Tel: +86-10-8358-0099 • Fax: +86-108358-0903 • aiib.org

The Consultant shall deliver the following reports and outputs according to the time schedule indicated below (from the date of contract commencement):

- b) **Inception Report:** This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the conduct of the Feasibility study and preliminary design – Five (5) hard copies and three (3) softcopies
- c) **Progress Reports:** These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel, and work plan for the subsequent month. This shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them. Summary of key findings and interim results – Five (5) hard copies and three (3) softcopies
- d) **Draft Technical Feasibility Study reports:** This shall summarize the findings, analysis, results, and recommendations of the study, assessment, and engineering design, and shall contain all supporting material and include an executive summary. The Consultant shall prepare preliminary design drawings and reports in accordance with the format and title sheets as directed by the Client. The following draft documents shall be submitted to the Client for approval, prior to the production of Final Documentation:

S / N	Report description	No of reports to be submitted
1.	Draft existing infrastructure condition and corridor assessment report	5 (Hard Copies) + 5 hard drives
2.	Draft Topographic survey including Aerial Photography and Mapping report	5 (Hard Copies) + 5 hard drives
3.	Draft Existing Utilities and Services Assessment	5 (Hard Copies) + 5 hard drives
4.	Draft Traffic and Economic Feasibility analysis	5 (Hard Copies) + 5 hard drives
5.	Draft Engineering design reports	5 (Hard Copies) + 5 hard drives
6.	Draft Pavement evaluation report	5 (Hard Copies) + 5 hard drives
7.	Draft Soil, Material and pavement report	5 (Hard Copies) + 5 hard drives
8.	Draft Hydrology & climate resilience report	5 (Hard Copies) + 5 hard drives
9.	Existing Bridge Structural Integrity Assessment	5 (Hard Copies) + 5 hard drives
10.	Draft Bridge and major structures Design	5 (Hard Copies) + 5 hard drives
11.	Draft Tolling Infrastructure Systems and Corridor Operations Designs report	5 (Hard Copies) + 5 hard drives
12.	Draft Road Safety Audit	5 (Hard Copies) + 5 hard drives
13.	Draft ESF	5 (Hard Copies) + 5 hard drives
14.	Draft Land Acquisition Plans	5 (Hard Copies) + 5 hard drives

S / N	Report description	No of reports to be submitted
15.	Draft Valuation Report	5 (Hard Copies) + 5 hard drives
16.	Draft RAP Report	5 (Hard Copies) + 5 hard drives
17.	Draft Climate Assessment	5 (Hard Copies) + 5 hard drives
18.	Output Specifications, Performance Standards, and KPI Register	5 (Hard Copies) + 5 hard drives
19.	Draft BoQ and specification report	5 (Hard Copies) + 5 hard drives
20.	Lifecycle Cost Estimates and Assumptions	5 (Hard Copies) + 5 hard drives
21.	Draft Final Book of drawings (A3)	5 (Hard Copies) + 5 hard drives
22.	Draft Engineer's Cost Estimate Report	5 (Hard Copies) + 5 hard drives

- e) **Final Technical Feasibility Study:** This shall incorporate all revisions deemed necessary arising from comments received from the Client, following discussions and agreement between the Client and the Consultant. It shall include a concise executive summary in which the project design standards and cost estimates broken down into foreign and local currencies shall be shown clearly – Five (5) hard copies and Three (3) softcopies. The following final documents shall be submitted to the Client,

S/N	Report description	No of report to be submitted
1.	Final existing infrastructure condition and corridor assessment report	Five (5) hard copies and 5 hard drives
2.	Final Topographic survey including Aerial Photography and Mapping report	5 (Hard Copies) + 5 hard drives
3.	Final Existing Utilities and Services Assessment	5 (Hard Copies) + 5 hard drives
4.	Final Traffic and Economic Feasibility analysis	5 (Hard Copies) + 5 hard drives
5.	Final Engineering design reports	5 (Hard Copies) + 5 hard drives
6.	Final Pavement evaluation report	5 (Hard Copies) + 5 hard drives
7.	Final Geotechnical, Soil, Material and pavement report	5 (Hard Copies) + 5 hard drives
8.	Final Hydrology & climate resilience report	5 (Hard Copies) + 5 hard drives
9.	Final Existing Bridge Structural Integrity Assessment	5 (Hard Copies) + 5 hard drives
10.	Final Bridge and major structures Design	5 (Hard Copies) + 5 hard drives

11.	Final Tolling Infrastructure Systems and Corridor Operations Designs report	5 (Hard Copies) + 5 hard drives
12.	Final Road Safety Audit	5 (Hard Copies) + 5 hard drives
13.	Final ESF	5 (Hard Copies) + 5 hard drives
14.	Final Land Acquisition Plans	5 (Hard Copies) + 5 hard drives
15.	Final Valuation Report	5 (Hard Copies) + 5 hard drives
16.	Final RAP Report	5 (Hard Copies) + 5 hard drives
17.	Final Climate Assessment	5 (Hard Copies) + 5 hard drives
18.	Output Specifications, Performance Standards, and KPI Register	5 (Hard Copies) + 5 hard drives
19.	Final BoQ and specification report	10 (Hard Copies) + 5 hard drives
20.	Lifecycle Cost Estimates and Assumptions	5 (Hard Copies) + 5 hard drives
21.	Final Book of Drawings (A3 size) as plan and profile drawings, mass haul diagram, Typical cross-sections, layout of junctions & tolling plaza, road furniture, standard details and typical drawings, etc.	10 (Hard copies) + 5 hard drives
22.	Final Engineer's Cost Estimate Report	5 (Hard Copies) + 5 hard drives

f) Meetings and Reviews

The Consultant shall attend the following key meetings:

- Project Kick-off Meeting – within the first week of contract commencement.
- Monthly Progress Meetings – to review progress and resolve issues.
- Stakeholder Consultation Workshops – as required for technical, environmental, social, and financial discussions.
- Final Presentation Meeting – to present final outputs and recommendations for approval.
- Whenever called for by the client to ensure smooth implementation of the study.

• 4.2 Deliverables and Time schedule/Timeline

The complete design and documentation for both phases shall be completed within 12 months of the commencement of the assignment.

All reports shall be completed and forwarded to the Client within the period specified under the Time Schedule Table for Design below and harmonized at inception.

The Consultant shall allow for one (1) month for comments and discussions including a PowerPoint presentation with the Client between submission of each report in accordance with the agreed schedule but not deviating much from the schedule below.

The Consultant shall then submit the final reports and documentation for each stage within one month after presentation. The table below shows the tentative time schedule shall be observed in carrying out the studies:

In carrying out the ESIA, the consultant is expected to indicate clearly assignment critical milestones, with timing for each activity; considering the duration of the entire project implementation period. In addition, the Consultant would, however, outline the scheduling of activities such as to include:

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

No.	Deliverable	Description / Key Contents	Timeframe (from contract start)	Approval / Review Authority
1.	Inception Report	Understanding of assignment, detailed methodology, work plan, staffing schedule, data needs, and risk management plan.	1 Months	Client
2.	Comments and Approval by the Client	Comments and feedback	1.5 Months	Client
3.	Draft Technical Feasibility Study Reports	Preliminary technical, environmental, social, legal analysis of alternatives; preliminary cost estimates and risk assessment.	4.0 Months	Client
4.	Stakeholder Workshop		5.0 months	Client
5.	Comments and Approval		5.0 months	Client
6.	Draft final Technical Feasibility Study Report and Preliminary design report	Corridor design concepts, traffic analysis, pavement and structures evaluation, tolling infrastructure layout, and cost estimation. ESIA, valuation, ESMP, RAP Final Land Acquisition Plans	7.0 months	Client
7.	Comments and Approval		8.0 months	Client
8.	Stakeholder Workshop		8 .0months	Client
9.	Final Report	Completion of all report including ESF, RAP,	9 .0months	Client

		valuation, Land Acquisition Plans activities		
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4.3. Budget/Payment Schedule

• 8.1 Basis of Payment

The Consultant shall propose a detailed financial proposal, clearly distinguishing between:

- **Remuneration costs** (professional fees by expert, in man-months);
- **Reimbursable expenses**, including travel, accommodation, per diem, communication, equipment, and other incidentals; and
- Applicable taxes and duties, shown separately.

All costs shall be quoted in both foreign and local currency components, as applicable, and shall comply with the financial proposal format provided in the Request for Proposals (RFP).

The Client reserves the right to review and approve the financial proposal before contract award. Payments will be made based on actual deliverables achieved and approved by the Client.

Payments to the Consultant shall be output-based and linked to the satisfactory completion and acceptance of deliverables as defined in the agreed work plan and reporting schedule.

No advance payment shall be made unless specifically provided for in the contract and backed by an appropriate advance payment guarantee from a reputable financial institution acceptable to the Client.

4.4 Payment Milestones

The total agreed contract amount shall be disbursed in tranches according to the schedule below, subject to approval of each deliverable by the Client:

The final price for the consultancy services is expected to be a result of a competitive bidding under this tender. The invoicing of the consultancy services is expected to be based on the acceptance of individual deliverables by the Project Implementation Team, the Contracting Authority and AIIB. A detailed payment schedule of the transaction advisory services is provided below.

No	Deliverable	Payment Amount	Timeline (After Contract Signature)
1	Completion of the Inception report	10%	1 Months
2	Completion of draft Technical Feasibility Study Deliverables including Technical Feasibility Study Report and Environmental Scoping Report	30%	5 Months
3	Completion of final Technical Feasibility Study and draft ESF, Climate and RAP Report	30%	7 Months

4	Completion and acceptance of final ESF, and RAP Report	30%	9 Months
TOTAL		100%	9 Months

The timelines outlined above, as well as the reporting format, may be adjusted subject to the approval of AIIB and KeNHA. All reports shall be prepared and submitted in English.

Client/Bank Inputs

The following inputs when necessary, will be provided by KeNHA and AIIB to enable the Consultant to commence and complete the assignment:

- KeNHA to provide the available Right-of-Way (ROW) data along the entire 243 km corridor, to assist the consultant in the ROW deficiency survey.
- KeNHA to confirm institutional points of contact for the Project Implementation Team, and to provide visibility of any parallel KeNHA processes (e.g. PPP list enlistment, Transaction Advisor procurement) that interact with the Study's roadmap.
- AIIB to confirm PPSF funding terms and disbursement schedule for the Study, and to confirm the applicable AIIB ESF category and associated Paris Agreement alignment screening requirements at the outset of the assignment.
- KeNHA/AIIB to make available the Pre-Feasibility Study Report to the consultant upon contract commencement.

5. Consultant Team Composition, Qualifications Requirement and Staffing

5.1 Requirements for the Firm:

The Consultant/Consortium shall comprise a firm or consortium of firms with demonstrated experience in PPP infrastructure projects, tolling projects and associated civil works, operations and maintenance encompassing the requisite expertise in highway engineering, tolling systems design and integration, financial structuring, legal advisory, traffic and revenue studies, environmental management, and social safeguards.

The qualification submissions for the firm/consortium of firms will be evaluated against the following criteria:

- **AIIB General Eligibility Requirement**
 1. You confirm that your firm is a company/organization registered or incorporated under applicable local laws.
 2. You confirm that you/your firm is duly licensed or authorized under applicable local laws to provide the goods, works, general services or consulting services required.
 3. You confirm that your firm has been in operation for at least two (2) years' providing the goods, works, general services or consulting services required.

You confirm that your firm is currently not under sanction by AIIB in accordance with the Policy on Prohibited Practices (PPP) as per link (please click)

4. You confirm that you have not been breach of Bank's Policy on Prohibited Practices as per link
5. You confirm that you do NOT have Conflict of Interest to provide the goods, works, general services or consulting services required constituting of the following:

- You directly or indirectly participated in preparing the procurement documents including but not limited to the TOR, evaluation criteria etc.
- You are a former AIIB employee or otherwise have no prior HR approval to participate in any instance of corporate procurement
- You are a former AIIB employee who has terminated in the past 2 years and in your former official capacity has participated personally and substantially in a matter related to the goods, works, general services and consulting services required
- You are the duly appointed external auditor of the Bank, its subsidiaries and affiliates
- You are a partner, spouse or close relative of a current bank staff
- You are an owner or principal or holds a significant financial interest and companies in which a former Bank Staff member or his or her Partner or Close Relative is an owner, principal, director or executive officer or holds a significant financial interest during the cooling-off period required under applicable rules
- You have financial or other interests that could improperly influence, or be perceived to improperly influence your performance

5.2 Financial Health/Stability

1. You confirm that your firm has not filed or petitioned for bankruptcy in the past 2 years
2. You confirm that your financial status of your firm is stable and healthy as your net worth is positive within the past 2 years
3. You confirm that the cost of the goods, works, general services or consulting services you are bidding for does not constitute more than 50% of the income in the year prior.
4. You confirm that your firm has more than one business client and not more than 20% of your firm's total revenue in the last reporting period was derived from AIIB contract

• General Experience

The Consultant shall comprise of a firm or consortium of firms with demonstrated experience in PPP infrastructure projects, tolling projects and associated civil works, encompassing the requisite expertise in highway engineering, tolling systems design and integration, traffic and revenue studies, environmental management, and social safeguards.

The lead firm in the consortium needs to be ISO 9001 and ISO14001 certified.

The qualification submissions for the firm/consortium of firms will be evaluated against the following criteria:

• Design & Engineering

- **General Experience:** The Consultant/Consortium shall be an established engineering firm with a minimum of fifteen (15) years' experience in preparing technical feasibility studies and detailed engineering designs for large-scale transport projects. The consultant should also demonstrate capacity to deliver multidisciplinary assignments integrating technical, environmental, climate and economic analyses. Experience in projects developed or structured under the Public–Private Partnership (PPP) framework will be considered a distinct advantage.

- **Highway Design Experience:** The Consultant/Consortium should demonstrate extensive experience in the roads sector, particularly in the planning, design, and engineering of major highways and corridors. The consultant should have demonstrable expertise in traffic studies, corridor analysis, geometric and pavement design, cost estimation, and life-cycle costing for minimum of three (3) toll road projects globally and at least one (1) in Africa.
 - **Tollway Design Experience:** Experience in toll way design and feasibility studies and toll way operations and maintenance on at least two (2) projects of comparable scale size and complexity shall be considered a distinct advantage.
 - **Tolling Infrastructure & Systems Experience:** The firm/consortium must demonstrate experience in the design and implementation of tolling infrastructure and intelligent transport systems (ITS) for major road or expressway projects in Kenya or comparable jurisdictions, including electronic toll collection (ETC), traffic management systems, and control center operations;
 - **Registration:** The engineering consultant shall be registered with the Engineers Board of Kenya (EBK) and shall provide a valid Letter of Good Standing issued by the Board. Registration as a Kenyan consultant and having an established presence in Kenya shall be considered a distinct advantage.
 - **IFI Experience:** The Consultant should have prior experience working with International Financial Institutions (IFIs), including AIIB, WB, ADB, IFC or similar organizations.

 - **Environmental and Social Impact Assessment:**
 - **General Experience:** The Consultant shall demonstrate proven experience in undertaking Environmental and Social Impact Assessments (ESIAs) for at least five (5) large-scale infrastructure projects of similar scale, scope and complexity (requiring RAP, Livelihood Restoration Plan and other safeguards instruments) in accordance with national legislation and International Financial Institution (IFI) safeguard standards such as those of the AIIB, World Bank, or AfDB.
 - **Road Infrastructure Experience:** Experience in conducting ESIAs for road projects in Kenya of a similar scale, scope and complexity (requiring RAP, Livelihood Restoration Plan and other safeguards instruments) to the current project—will be considered a significant advantage.
 - **Environmental and Social Management Plans (ESMPs) and Resettlement Action Plans (RAPs):** The firm should demonstrate proven capacity in baseline data collection, environmental modelling, impact prediction, and mitigation planning, as well as in stakeholder consultation. This includes demonstrated experience in preparing ESMPs and RAPs, undertaking socio-economic surveys, engaging Project Affected Persons (PAPs), and providing implementation and compliance oversight.
 - **Vulnerability and Adaptive Capacity Analysis:** Demonstrated ability to integrate vulnerability and adaptive capacity analysis into RAPs and PAPs engagement.
 - **Green and Low Carbon Road Infrastructure:** Proven capacity to provide advisory services on green road construction, low carbon engineering options, and optimized utility relocation aligned with resource efficiency principles.
 - **Registration:** The environmental consultant shall be duly registered by NEMA as both an ESIA trainer and consultant with a minimum of 15 years professional experience in environmental and social safeguards for infrastructure project. Registration as a Kenyan consultant and having an established presence in Kenya shall be considered a distinct advantage.
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- **IFI Experience:** The Consultant should have prior experience working with International Financial Institutions (IFIs), including AIIB, WB, ADB, IFC or similar organizations.
- **Additional Experience Requirements:**
- **Indigenous Peoples Specialist capacity:** The Consultant/Consortium shall demonstrate access to a specialist with regional Indigenous Peoples experience, familiar with AIIB Environmental and Social Standard 3 (Indigenous Peoples) and FPIC process design.
- **Biodiversity assessment capacity:** Demonstrated experience in biodiversity offset design and Biodiversity Development Action Plan preparation consistent with AIIB Environmental and Social Standard 1.

Climate Assessment:

- **General Experience:** The Consultant shall demonstrate proven experience in undertaking climate assessment following the JMDB methodologies for Paris Alignment and climate finance, for at least five (5) large-scale infrastructure projects of similar scale, scope and complexity.
- **Road Infrastructure Experience:** Experience in conducting climate assessments for road projects in Kenya of a similar scale, scope and complexity will be considered a significant advantage.
- **Climate resilience assessment:** The firm should demonstrate proven capacity and experience in undertaking climate resilience assessments following the JMDB methodology and discussing with the relevant stakeholders (client and designer) the inclusion of mitigation measures when needed.
- **GHG assessment:** the firm should have demonstrated ability to generate GHG assessments to work out the emissions on the project under a baseline and project scenarios, including emissions during construction.
- **Green and Low Carbon Road Infrastructure:** Proven capacity to provide advisory services on green road construction, low carbon engineering options, and optimized utility relocation aligned with resource efficiency principles.
- **IFI Experience:** The Consultant should have prior experience working with International Financial Institutions (IFIs), including AIIB, WB, ADB, IFC or similar organizations.

In addition, the Consultant must not be in a state of reorganization, liquidation or bankruptcy and have no conflicts of interest.

Under each of the experience criteria, firms are expected to clearly state relevant projects for the experience required, country where the project was done and stage in the PPP project cycle where the firm reached with project. This should be supported by relevant documentation (contract award letters, completion certificates, letters of recommendation etc.).

5.3 Requirements for the Personnel (Team Composition)

The Consultant should propose a multidisciplinary team of qualified professionals with excellent skills and experience in the development of Feasibility Studies.

The inclusion of international experts to bring in advanced global experience, alongside local (national) experts who are familiar with on-the-ground conditions (language, culture, local regulations), is highly recommended. The Consultant may form a consortium or partnership with a local organization and/or may sub-contract with one or more individual experts to

ensure effective execution of the assignment, subject to the terms and conditions of the contract.

The Consultant should provide a suitable level of effort (LOE)/number of key person-months using the form provided in the RFP format and be ready to deploy additional staff with AIIB approval to ensure timely and high-quality delivery. Roles and responsibilities should be read together with the Scope of Work in the TOR

5.4 Qualification Requirements for Personnel

Consultant should propose a suitable delivery team structure consisting, but not limited to, the following:

#	Position	Qualifications
KEY EXPERTS		
1.	K – 1: Team Leader Team Leader / Highway Planning and Design Engineer	• A master's degree in Civil engineering or related field and at least 15 years, or a bachelor's degree in civil engineering, of highly relevant experience in the transport infrastructure Highway Planning and Design, operation & maintenance projects • He/She must be accredited by a relevant official professional body in any country and be in good standing. The consultant may also be required to obtain the corresponding local accreditation, such as registration with the Engineers Board of Kenya, prior to contract signing. • Strong understanding of Kenya's infrastructure sector policies. • Experience in toll road/highway projects will be an additional merit. • Experience of working in Kenya or in the region in a team leader position is strongly preferred. • Proven experience working with government agencies and multilateral development banks is preferred. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.
2.	K – 2: Deputy Team Leader / Senior Highway Engineer	• Must have a university degree in Civil Engineering or related field, with a relevant post-graduate qualification in road or highway engineering. • He/She must be accredited by a relevant official professional body in any country and be in good standing. The consultant may also be required to obtain the corresponding local

#	Position	Qualifications
		accreditation, such as registration with the Engineers Board of Kenya, prior to contract signing. • Possess a minimum of 15 years for bachelor's degree or 12 years for post-graduate qualification in road or highway engineering, demonstrated experience in major Highway projects implementation including costing and specification. • Relevant qualifications and experience in major road designing, road project management, operations, and maintenance of PPP projects in general, and in Africa in particular. • Demonstrated experience in: Highway geometric design, Interchanges, roadside amenities, corridor planning, Road safety considerations • Familiarity with international and national design standards (AASHTO, Eurocodes, BS, or equivalent). • Proficiency in relevant highway design software (e.g., Civil 3D, OpenRoads, MX Road, InfraWorks or equivalent). • Experience in feasibility studies, detailed design, and preparation of tender documents for highway projects. • Experience working on IFI-funded projects (e.g., World Bank, AfDB, ADB) is an added advantage. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.
3.	K – 3: traffic & Transport Planner/ Transport Economist	• University degree Engineering, transport planning, Economics, or related field with, optionally, relevant post-graduate qualification in transport planning. • He/she must be accredited by a relevant official body in any country and in good standing and may be required to attest the said accreditation to be granted corresponding local accreditation. • 15 years demonstrated experience in traffic data collection and analysis, transport planning, corridor traffic modeling and travel demand forecast modelling, traffic engineering, and management.

#	Position	Qualifications
		• Demonstrated expertise in Capacity analysis and Level of Service (LOS) assessment, Development of traffic management and road safety measures, Tolling and traffic revenue assessments (desirable for PPP projects) • Experience with traffic modelling software including HDM • Familiarity with relevant standards and methodologies (HCM, AASHTO, PIARC, local standards, etc.). • Experience in feasibility studies and master planning for major transport corridors. • Relevant qualifications and experience in urban roads transport planning and traffic engineering in general, and in Africa in particular. • Experience with IFI-funded projects (World Bank, AfDB, ADB, AIIB, etc.) is an advantage. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.
4.	K-4 Material/Geotechnical/pavement Engineer	• Degree in, Civil Engineering, or geotechnical or pavement Engineer or related (Master's degree preferred). • Minimum of 10 years' and demonstrate high level of experience in road/infrastructure works as a materials/geo-technical engineer pavement evaluation for road, bridge, or other large infrastructure projects. • Demonstrated experience in pavement condition assessment, structural evaluation, materials testing, and geotechnical field investigations. • Proven expertise in design and analysis of pavement structures, subgrade stabilization, and geotechnical risk assessment. • Familiarity with international design standards (e.g., AASHTO, ASTM, Eurocodes) and relevant local standards. • Experience working on donor-funded/IFI projects (e.g., WB, AfDB, ADB) is an added advantage. • Professional accreditation or eligibility for registration with a recognized engineering body (e.g., Engineers Board of Kenya or equivalent) is preferred.

#	Position	Qualifications
		• Experience on projects within Kenya or the East African region will be considered a distinct advantage.
5.	K – 5: Bridge and structural Engineer	• A Bachelor's degree in Civil/Structural Engineering or a related field (Master's degree preferred), with at least 10 years of demonstrated experience in the planning, design, assessment, and rehabilitation of bridges and structural elements for major transport infrastructure projects. • Proven experience in structural analysis, bridge load rating, and design of new and replacement bridge structures. • Extensive knowledge in structural condition assessments, strengthening/retrofitting works, and materials engineering (concrete, steel, prestressed structures). • Familiarity with international standards and codes (e.g., AASHTO, Eurocodes, BS, ASTM) and relevant national codes. • Experience with bridges on highways or major transport corridors, including work on river crossings, interchanges, overpasses, and culverts. • Proficiency in structural design software • Prior experience working on IFI-funded projects (e.g., World Bank, AfDB, AIIB, ADB) is an added advantage. • Professional accreditation or eligibility for registration with a recognized engineering body (e.g., Engineers Board of Kenya or equivalent) is preferred. • Experience on projects within Kenya or the East African region will be considered a distinct advantage
6.	K – 6: Hydrologist / Drainage Engineer	• Degree in Hydrology, Water Resources Engineering, Civil Engineering, or Environmental Engineering (Master's degree preferred). • Minimum of 8 years' experience in hydrological and water resources assessments for road, bridge, or other large infrastructure projects. • Proven experience in rainfall-runoff modelling, flood-risk assessment, stormwater management, and drainage system design.

#	Position	Qualifications
		• Familiarity with Kenya's Water Act (2016), EMCA (Cap 387), and regulations of the Water Resources Authority (WRA). • Demonstrated ability to use GIS-based hydrological mapping tools and integrate findings into ESIA's and design reviews. • Experience on projects within Kenya or the East African region will be considered a distinct advantage.
7.	K – 7: Tollway Engineer / Operations Expert	• Possess a university degree in Engineering or related field, with a relevant post-graduate qualification in transport or highway engineering. • He/she must be accredited by a relevant official body in any country and in good standing and may be required to attest the said accreditation to be granted corresponding local accreditation. • Have a minimum of 15 years demonstrated experience in similar toll road design and cost estimation. • Relevant qualifications and experience in tollway management, operations, and maintenance projects in general, and in Africa in particular. • Proven experience in planning, design, and/or implementation of modern tolling systems, including Electronic Toll Collection (ETC), Open Road Tolling (ORT) / Multi-lane Free-flow tolling, Manual tolling systems and hybrid systems, Toll Plaza layout and operations Experience in toll policy, revenue modeling, Demand Elasticity Analysis, Toll System Design, and operations optimization. • Knowledge in Intelligent Transport Systems (ITS), traffic control centers, and highway operations and maintenance strategies. • Familiarity with cybersecurity and data management considerations for tolling systems (advantageous). • Experience with International Financial Institution (IFI)–funded projects (e.g., World Bank, AfDB, ADB, AIIB) is an added advantage. • Strong analytical and communication skills, with a track record of delivering high-quality reports and recommendations.

#	Position	Qualifications
8.	K – 8: Road safety expert	• A Master’s degree in Transportation or Highway Engineering or related, with at least 8 years of relevant professional experience in road safety analysis and design integration. • Demonstrated experience in Conducting Road Safety Audits (RSA) and Road Safety Impact Assessments (RSIA) at feasibility, design, and construction stages. • Identifying hazardous road locations and developing engineering countermeasures. • Integrating safety principles in highway geometric design, intersections, and non-motorized transport (NMT) facilities. • Reviewing crash data and performing black spot analysis. • Preparing safety management plans and capacity-building programs for implementing agencies. • Familiarity with international and regional road safety standards and guidelines (e.g., IRF, PIARC, iRAP, AASHTO, ISO 39001). • Certification as a Road Safety Auditor or formal training in road safety auditing is a strong advantage. • Experience with IFI-funded projects (World Bank, AfDB, ADB, AIIB, etc.) and alignment with Vision Zero or Safe System approaches. • Membership or eligibility for registration with a recognized professional institution (e.g., Engineers Board of Kenya, Institution of Highways and Transportation (IHT), or equivalent).
9.	K – 9: Environmental and Social Expert	• Master’s degree in Environmental Science, Environmental Engineering, or a related field. • Minimum of 15 years’ experience in environmental and social impact assessment for major infrastructure projects, preferably highways or PPPs. • Registered as a Lead Expert with the National Environment Management Authority (NEMA) and in good standing. • Proven experience in undertaking ESIA assignments in at least five (5) large infrastructure project of a similar scale, scope and complexity (Requiring RAP,

#	Position	Qualifications
		Livelihood restoration and social safeguards instruments). • Demonstrated experience in leading multidisciplinary ESIA and RAP studies, preparing ESMPs, and ensuring compliance with EMCA (Cap 387) and international safeguard policies (AIIB/World Bank/IFC). • Proven track record of managing stakeholder engagement processes and coordinating with government institutions and development partners. • Excellent report writing, analytical, and project management skills.
10.	K – 10: Social Development / Resettlement Specialist	• Degree in Sociology, Anthropology, Development Studies, or a related social science discipline (Master's preferred). • Minimum of 7 years' experience in conducting social impact assessments and resettlement planning for road or infrastructure projects. • Proven experience in successfully undertaking at least five (5) Social Impact Assessment (SIA) and/or Resettlement Action Plan (RAP) assignments for large infrastructure or transport projects. • Experience in community engagement, stakeholder mapping, and grievance redress mechanisms. • Familiarity with Kenya's social safeguards framework and World Bank OP 4.12 / AIIB ESS2 & ESS5 on Involuntary Resettlement. • Demonstrated ability to design and implement socio-economic surveys and analyze livelihood impacts.
11.	K – 11: Climate Change Specialist	• A Master's degree in Climate Change, Environmental Engineering, Civil Engineering or a related discipline. • Minimum of 10 years of relevant professional experience in climate change adaptation, climate risk assessment, and climate-resilient infrastructure design. • Proven experience in successfully undertaking at least five (5) projects involving climate risk assessments or climate-resilient design of roads, bridges, or other infrastructure, with experience on internationally funded projects being highly desirable. Proficiency in climate modelling,

#	Position	Qualifications
		GIS, hydrologic and hydraulic analysis, and familiarity with IPCC guidance and international climate resilience frameworks is required. • Proven experience in aligning projects with the mitigation and adaptation goals of the Paris Agreement. Specific experience applying methodology for mitigation and adaptation • Demonstrated expertise in qualifying projects for climate adaptation finance and climate mitigation finance according to the Joint Multilateral Development Banks (JMDB) common principles and, where applicable, AIIB's proportional approach for adaptation finance. • Familiarity with IPCC guidelines, international climate adaptation frameworks, disaster risk reduction, and environmental and social safeguards. • Familiarity with Kenya's climate policy and regulatory framework,
12.	K – 12: Ecologist	• Degree in Ecology, Environmental Biology, Natural Resources Management, or a related field (Master's preferred). • Minimum of 7 years' experience in ecological and biodiversity assessments, especially for large-scale transport or infrastructure projects. • Proven experience in successfully undertaking at least five (5) ecological or biodiversity assessment assignments, including flora and fauna surveys, habitat mapping, and biodiversity impact evaluations. • Demonstrated expertise in flora and fauna surveys, habitat mapping, and biodiversity impact assessments. • Familiarity with IUCN Red List species, biodiversity offset principles, and Kenyan wildlife and forestry legislation. • Ability to develop and monitor biodiversity management and conservation measures within ESMPs. • Demonstrated experience identifying wildlife movement corridors and crossing points and designing associated mitigation measures (e.g., wildlife crossing structures,

#	Position	Qualifications
		exclusion fencing) in consultation with national wildlife authorities, and familiarity with ecosystem services assessment.
13.	K – 13: Surveyor & GIS Expert	• Bachelor's degree in Surveying, Geomatics, Geography, or related field; professional certification in GIS and remote sensing preferred. • At least 7 years' experience in spatial data management, mapping, land use analysis, and preparation of GIS-based impact maps for ESIA's or infrastructure projects. • Proven experience in successfully undertaking at least five (5) GIS, topographic, or route survey assignments for highways, bridges, or large-scale infrastructure projects. • Skilled in GPS data collection, spatial data management, digital terrain models (DTM), DEM/DSM processing, and LiDAR data interpretation using ArcGIS or QGIS. • Experience on mapping, and spatial database development and Unmanned Aerial Vehicle (UAV)/drone mapping is an added advantage • Experience in integrating GIS data with environmental and social baseline information and producing high-quality cartographic outputs for ESIA reports. • Demonstrated experience in Topographic and route surveys for highways and bridges, Geodetic control establishment and GPS/GNSS surveying, • Proficiency in modern surveying tools and software such as Total Station, GNSS/GPS systems, LiDAR scanners, and related processing tools. • Competency in GIS software such as ArcGIS, QGIS, Global Mapper, Civil 3D, or equivalent. • Knowledge of international and national survey standards for infrastructure development. • Experience working on feasibility/PPP road corridor projects is preferred. • Membership or eligibility for membership with a recognized professional surveying/geospatial institution (e.g., Institution of Surveyors of Kenya —ISK or equivalent) is an advantage.

#	Position	Qualifications
14.	K – 14: Land Valuer/ Valuation expert	• A Bachelor's degree in Land Economics, Real Estate, Property Valuation, or a related field, with at least 10 years of relevant professional experience in land acquisition, property valuation, and compensation for major infrastructure projects. • Demonstrated experience in land and property valuation for infrastructure corridors, including highways, railways, and utilities. • Proven experience in successfully undertaking at least five (5) land acquisition and property valuation assignments for large infrastructure corridors such as highways, railways, or utility projects. • Preparation of compensation schedules and participation in Resettlement Action Plans (RAPs). • Familiarity with land acquisition procedures and valuation methodologies in accordance with Kenyan legislation and international standards. • Coordination with survey, legal, and social teams to support right-of-way (ROW) determination and acquisition. • Assessment of socio-economic impacts and valuation of affected assets (land, buildings, crops, trees, etc.). • Knowledge of international standards, including the International Valuation Standards (IVS) and World Bank/IFC safeguard policies on involuntary resettlement. • Experience with IFI-funded projects (e.g., World Bank, AfDB, ADB, AIIB) is an added advantage. • Registration or eligibility for registration with a recognized professional body such as the Institution of Surveyors of Kenya (ISK) — Valuation and Estate Management — or an equivalent national institution is preferred.
15.	K – 15 Utility Engineer	• Bachelor's degree in Civil, Electrical, Mechanical, Utility Engineering, or a related engineering discipline. A Master's degree is an added advantage. • Minimum 10 years of professional experience in utility investigations, utility

#	Position	Qualifications
		coordination, relocation design, and management of utility infrastructure for road, railway, or urban infrastructure projects. • Experience in utility mapping, utility conflict analysis, relocation design, coordination with utility service providers, preparation of utility relocation plans, and GIS/CAD applications. • Familiarity with utility standards, health and safety requirements, and utility coordination procedures for infrastructure projects • Identify and assess existing utilities, coordinate with utility agencies, prepare utility relocation designs and cost estimates, resolve utility conflicts, and support construction supervision of utility works. • Added Value (Kenya): Knowledge of Kenya's utility sector and regulatory framework, including the Wayleaves Act, Energy Act, 2019, Water Act, 2016, and experience coordinating with the relevant agencies
16.	K – 16: Electrical Engineer	• A Bachelor's degree in Electrical Engineering, Power Systems Engineering, or a related field, with at least 8 years of relevant experience in the design, installation, and maintenance of street lighting and electrical systems for major road or urban infrastructure projects; (Master's degree preferred). • Demonstrated experience in: ➤ Planning and design of street lighting systems, including layout design, luminaire selection, and power distribution, ➤ Preparation of technical specifications, cost estimates, and specification for lighting systems. ➤ Design of energy-efficient and smart lighting systems, including LED and solar-powered solutions. ➤ Coordination of electrical utilities along highways, interchanges, and urban corridors.

#	Position	Qualifications
		➤ Compliance with national electrical codes and international standards (e.g., IEC, IEEE, BS, EN, or equivalent). • Familiarity with smart city technologies, lighting control systems, and renewable energy integration. • Experience in infrastructure feasibility studies and PPP projects is an added advantage. • Proficiency in relevant design software (e.g., Dialux, Relux, AutoCAD, or equivalent). • Registration or eligibility for registration with a recognized professional engineering body (e.g., Engineers Board of Kenya or equivalent) is preferred.

The Consultant shall provide additional specialists as required to successfully complete the assignment.

• **5.5 Estimated man-days per expert**

S/N	Key Staff	Staff months	man
K-1	Team Leader	8	
K-2	Deputy Team Leader / Senior Highway Engineer	7	
k-3	Traffic, Transport Planner/ Transport Economist	4	
K-4	Material/Geotechnical/Pavement Engineer	5	
K-5	Bridge and structural Engineer	5	
K-6	Hydrologist / Drainage Engineer	3	
K-7	Tollway Engineer / Operations Expert	2	
K-8	Road safety expert	2	
K-9	Environmental and Social Expert / D/Team Leader	5	
K - 10	Social Development / Resettlement Specialist	7	
K - 11	Climate Change Specialist	2	
k-12	Ecologist	1	
K-13	Surveyor & GIS Expert	4	
K-14	Land Valuer/ Valuation expert	2	
K-15	Utility Engineer	2	
K-16	Electrical Engineer	2	
	Sub Total	59	

Support Staff

No.	Specialist	No. of Support Staff	Input (person-months)	Total Input (person-months)
1.	Topographic surveyor	2	1	2
2.	Geotechnical engineers	2	1	2
3.	Materials/Pavement engineers	2	1	2
4.	Traffic engineers	2	1	2
5.	Highway engineers	2	1	2
6.	Structural engineer	1	1	1
7.	Transport economist	1	1	1
8.	Utility specialists	3	1	3
9.	ITS specialist	2	1	2
10.	Toll systems specialist	1	1	1
11.	Environmental specialists	1	1	1
12.	Social specialists	1	1	1
13.	Valuers and land surveyor	2	1	2
14.	GIS/CAD technicians	2	1	2
15.	Data analysts	2	1	2
16.	Administrative support	1	1	1
	Total			27

All support staff except for GIS/CAD technicians and administrative support shall have relevant university degrees and have minimum general experience of 8 years and 6 years of experience in the specific areas of expertise

5.5. Duration of the Assignment

The duration of the assignment is 9 months

5.6. Payment Terms

Payments under the consulting contract will be tied to the submission and approval of key deliverables by the Project Implementation Team and the Contracting Authority. As per payment schedule of the consultancy service included with the deliverables.

All payments shall be milestone-based and subject to the written approval of the Project Implementation Team (PIT), Contracting Authority (KeNHA) and the PPP Directorate. The final payment shall only be made upon confirmation of commercial and financial close by the PPP Directorate.

• Disclaimer

The Consultant shall perform all the work necessary, as required by these Terms of Reference, including all technical studies, field investigations and related services.

In carrying out the work, the Consultant shall cooperate fully with the competent authorities of the Government of Kenya, in particular, the Kenya National Highways Authority (KeNHA), PPP Directorate, County Councils, Ministry of Lands & Housing, National Environment Management Authority (NEMA), Ministry of Public Service, Youth & Gender Affairs amongst others.

The Consultant shall provide all the required personnel for the completion of the assignment. The work shall be carried out to appropriate standards and shall cover, but not necessarily be limited to, the aspects outlined in these Terms of Reference.

PART 2

Section VIII. Conditions of Contract and Contract Forms

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

Lump-Sum

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Preface

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

CONTRACT FOR CONSULTANT'S SERVICES**Lump-Sum**

Project Name: Consulting Services for Technical Feasibility Study For Mau Summit – Eldoret- Malaba (A8) Road for Implementation on A PPP Basis

[Special Fund] No.: _____

Assignment Title: _____

Contract No.: _____

between

Kenya National Highways Authority

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **Kenya National Highways Authority** (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 Joint Venture) 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 **Special Fund** from the **Asian Infrastructure Investment Bank** (hereinafter called the “Bank”) toward the cost of the Services and intends to apply a portion of the proceeds of this special fund 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 special fund agreement, including prohibitions of withdrawal from the special fund 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 special fund agreement or have any claim to the special fund 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 “Prohibited Practices”).
- (b) The Special Conditions of Contract.
- (c) Appendices:

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1 Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) “Bank” means the Asian Infrastructure Investment Bank (AIIB).
 - (c) “Recipient” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (k) “GCC” means these General Conditions of Contract.

- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture” 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 Joint Venture, and where the members of the Joint Venture are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the currency of the Client’s country.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “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.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2 Relationship between the Parties

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

- 3 Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4 Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5 Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6 Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7 Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8 Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9 Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10 Prohibited Practices** 10.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices as set forth in Attachment to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party;

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|---|---|
| 11 Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12 Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13 Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14 Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15 Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16 Modifications or Variations | <p>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.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |

17 Force Majeure

- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to Be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

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

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

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

18 Suspension

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

19 Termination

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

a. By the Client

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

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

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Prohibited Practices, as defined in paragraph 2 of the Attachement 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 Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

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

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

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

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

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

b. Law Applicable to Services

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

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

(a) as a matter of law or official regulations, the Recipient'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 Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21 Conflict of Interest

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable 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.

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| 22 Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 23 Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be provided by the Applicable Law. |
| 24 Insurance to Be Taken Out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 25 Accounting, Inspection and Auditing | <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank.</p> |
| 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 | 27.1 Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, |

Reports and Records

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

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

28 Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29 Description of Key Experts

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

30 Replacement of Key Experts

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

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

31 Removal of Experts or Sub-consultants

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

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

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

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

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

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

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

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the

Client's country while carrying out the Services under the Contract.

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

(c) 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.

(d) 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.

(e) 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.

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

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant

under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.

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| 35 Services, Facilities and Property of the Client | 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A . |
| 36 Counterpart Personnel | <p>36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p> |
| 37 Payment Obligation | 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below. |
| F. PAYMENTS TO THE CONSULTANT | |
| 38 Contract Price | <p>38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p> |
| 39 Taxes and Duties | <p>39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract</p> |

negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40 Currency of Payment

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

41 Mode of Billing and Payment

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

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 **Advance payment.** Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

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

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

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

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

**42 Interest on
Delayed Payments**

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

G. FAIRNESS AND GOOD FAITH

43 Good Faith

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

H. SETTLEMENT OF DISPUTES

**44 Amicable
Settlement**

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

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

45 Dispute Resolution

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

II. General Conditions

Attachment

Prohibited Practices

*(Text in this Attachment **shall not** be modified)*

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (a) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
 - (b) “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (c) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (d) “**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (e) “**Misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard.
 - (f) “**Obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information.
 - (g) “**Theft**” means the misappropriation of property belonging to another party.

3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank's Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.
4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of the Republic of Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]:</i> Client: Kenya National Highways Authority Barabara Plaza, Off Airport South Road, Opp. KCAA P.O. Box 49712-00100 Nairobi Attention: Director (Public Private Partnerships) Facsimile: <u>N/A</u> E-mail (where permitted): <u>ppp@kenha.co.ke</u> Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____
8.1	<i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the Joint Venture member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the Joint Venture is _____ _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are: For the Client: Director General Kenya National Highways Authority Barabara Plaza, Off Airport South Road, Opp. KCAA P.O. Box 49712-00100

	NAIROBI For the Consultant: <i>[name, title]</i> _____
11.1	<i>[Note: If there are no effectiveness conditions, state “N/A”]</i> OR <i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/special fund], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i> The effectiveness conditions are the following: <i>[insert “N/A” or list the conditions]</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 60 days
13.1	Commencement of Services: The number of days shall be Fourteen (14) 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 12 months
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 of _the Contract Price

	(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 equal to the Contract Price (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.
27.2	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]</i>
32.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i>
38.1	The Contract price is: _____ [insert amount and currency for each currency as applicable] [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. 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.
39.1 and 39.2	<i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i> The Client warrants that [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"): <i>If ITC16.3 indicates a tax exemption status, include the following: “The Consultant, the Sub-consultants and the Experts shall be exempt from”</i> <i>OR</i> <i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i> “The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”] Any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) Any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services. (b) Any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them. (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client. (d) Any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than

	nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.																								
41.2	The payment schedule: <table><tr><td>No</td><td>Deliverable</td><td>Payment Amount</td><td>Timeline (After Contract Signature)</td></tr><tr><td>1.</td><td>Completion of the Inception report</td><td>10%</td><td>1 Months</td></tr><tr><td>2.</td><td>Completion of draft Technical Feasibility Study Deliverables including Technical Feasibility Study Report and Environmental Scoping Report</td><td>30%</td><td>4 Months</td></tr><tr><td>3.</td><td>Completion of final Technical Feasibility Study and draft ESF, Climate and RAP Report</td><td>30%</td><td>8 Months</td></tr><tr><td>4.</td><td>Completion and acceptance of final ESF, and RAP Report</td><td>30%</td><td>9Months</td></tr><tr><td colspan="2">TOTAL</td><td>100%</td><td>9 Months</td></tr></table>	No	Deliverable	Payment Amount	Timeline (After Contract Signature)	1.	Completion of the Inception report	10%	1 Months	2.	Completion of draft Technical Feasibility Study Deliverables including Technical Feasibility Study Report and Environmental Scoping Report	30%	4 Months	3.	Completion of final Technical Feasibility Study and draft ESF, Climate and RAP Report	30%	8 Months	4.	Completion and acceptance of final ESF, and RAP Report	30%	9Months	TOTAL		100%	9 Months
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4.	Completion and acceptance of final ESF, and RAP Report	30%	9Months																						
TOTAL		100%	9 Months																						
41.2.1	<i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below.</i>																								

	<i>The advance bank payment guarantee should be in the same currency(ies)]</i> The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> 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 <i>[list the payments against which the advance is offset]</i>. (2) The advance bank payment guarantee shall be in the amount and in the currency or the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.
42.1	The interest rate is: For Local Currency: The Central Bank of Kenya Average mean lending plus 1% for administrative costs For Foreign Currency: Secured Overnight Financing Rate (SOFR) of maturity 3 months +1% for administrative costs
45.1	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 <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i> (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. 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. Substitute Arbitrators. 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. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (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. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Arusha, Tanzania</i>. (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any

	objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TOR) 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 (TOR) of the Instructions to Consultants (ITC) in the Request for Proposal (RFP) and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B – KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

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

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

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charge 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 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *Kenya National Highways Authority***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.

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.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of ____ *[month]*, __ *[year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

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

PART 3

Section IX. Notification of Intention to Award Form and Beneficial Ownership Form

Notification of Intention to Award Form

[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: *Kenya National Highways Authority*

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

Country: *Kenya*

Loan No. /Special Fund 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:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract Price:	<i>[insert contract price of the successful Consultant]</i>

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

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

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

Name of Consultant	Submitted Proposal	[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)
		<u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total Score: [insert score]				
[insert name]	yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u>	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall Technical Scores	[use for STP] Overall Technical Scores	Financial Proposal Price (if applicable)	Evaluated Financial Proposal Price (if applicable)	Combined Score and Ranking (if applicable)
		1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total Score: [insert score]	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 this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

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

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

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

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

For the attention: Eng. Luka Kimeli

Title/position: Director General

Client: Kenya National Highways Authority

Email address: dg@kenha.co.ke

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:

For the attention: Eng. Luka Kimeli

Title/position: Director General

Client: Kenya National Highways Authority

Email address: dg@kenha.co.ke

To this point in the procurement process, 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.

For more information see the [Procurement Instructions for Recipients](#) (Annex IV, Complaint Monitoring).

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 as stated in Section IV above.

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

For and on behalf of the Client:

Signature:

Name:

Title/Position:

Telephone:

Email:

Beneficial Ownership Disclosure Form

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

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

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

- *directly or indirectly holding 25 percent or more of the shares*
- *directly or indirectly holding 25 percent 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 percent or more of the shares (Yes / No)	Directly or indirectly holding 25 percent or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
---	--	--	--

OR

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

- directly or indirectly holding 25 percent or more of the shares
- directly or indirectly holding 25 percent 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 percent or more of the shares
- directly or indirectly holding 25 percent 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.