MULTINATIONAL: KENYA – SOUTH SUDAN LINK ROAD: LESSERU – KITALE AND MORPUS – LOKICHAR ROAD UPGRADING PROJECT, PHASE I

REQUEST FOR PROPOSALS

CONSULTANCY SERVICES FOR COMMUNITY HEALTH AWARENESS AND SENSITIZATION CAMPAIGNS FOR THE LESSERU-KITALE AND MORPUS-LOKICHAR ROAD UPGRADING PROJECT

TENDER NO. KeNHA/3016/2026

NOVEMBER, 2026

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

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

Date: 20th November, 2026

Reference No.:KeNHA/3016/2026

Name of Assignment: **Consultancy Services for Community Health Awareness and Sensitization Campaigns for the proposed the proposed Lesseru – Kitale and Morpus – Lokichar Road Upgrading Project**

TO:

M/s. Fariji Africa Counselling Consultancy Limited
P.O Box 29152-0625, Nairobi
KENYA
Email:farijiafrica@gmail.com/info@farijiafrica.co.ke

M/s. Delta Health Consultants Limited
Summit Hse Suite 108, Moi Avenue
P.O Box 26524-00100, Nairobi
KENYA
Tel: 0721276821/0720685772
Email: deltahealthlimited@gmail.com

M/s. Le'Marah Health Services (LMHS) in Association with
M/s. National Organization for Peer Educators (NOPE)
KENYA
P.O Box 68840-00622, Nairobi
Email: lemarahgrouplimited@gmail.com

M/s. Development Impact Consulting Ltd
P.O Box 16694-00620, Nairobi
KENYA
Tel: 0714946428
Email: dicltd.consulting@gmail.com

M/s. Kenya Red Cross Society (KRCS) in association with
M/s Agency for Peace and Inclusive Development (APID)
P.O Box 40712-00100, Nairobi,
KENYA
Email: info@redcross.or.ke

M/s. Francis Allen Consulting Ltd
P.O Box 30905-00100, Nairobi
KENYA
Tel: 0720912463
Email: info@francisallen.co.ke

M/s. Kibabii University
P.O Box 1699-50200, Bungoma
KENYA
Tel: 0725429397
Email: vc@kibu.ac.ke

M/s. Smart Fix General Contractors Company Ltd
P.O Box 6948-00200, Nairobi
KENYA
Tel: 0725884347
Email: esthermuchemi2014@gmail.com

Dear Sir/Madam

1. The Government of Kenya (hereinafter called "Borrower") has received financing from the African Development Bank in the form of a loan towards the cost of Multinational: Kenya - South Sudan Road Corridor Lesseru-Kitale and Morpus-Lokichar Road Upgrading Project Phase 1 project. The Project will be implemented in 3 Lots: Lot 1: Lesseru – Kitale (55km), Lot 2: Morpus – Kainuk (54 Km) and Lot 3: Kainuk - Lokichar Road (75 km). The Kenya National Highways Authority, the implementing agency of the Government of Kenya intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this request for proposals is issued. Payments by the Bank will be made only at the request of the Government of Kenya and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. Other conditions of eligibility are mentioned in the Request for Proposals. No party other than the Government of Kenya shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Kenya National Highways Authority now invites proposals to provide the following consulting services (hereinafter called "Services"): "**Community Health Awareness and Sensitization Campaigns for the proposed the proposed Lesseru – Kitale and Morpus – Lokichar Road Upgrading Project**". More details on the Services are provided in the attached Terms of Reference (Section 5).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

S/No.	Firm	Address	Nationality
1	M/s. Fariji Africa Counselling Consultancy Limited	P.O Box 29152-0625, Nairobi	Kenya
2	M/s Delta Health Consultants Limited	P.O Box 26524-00100, Nairobi Summit Hse Suite 108, Moi Avenue	Kenya
3	M/s. Le'Marah Health Services (LMHS) in Association with M/s. National Organization for Peer Educators (NOPE)	P.O Box 68840-00622, Nairobi	Kenya
4	M/s. Development Impact Consulting	P.O Box 16694-00620, Nairobi	Kenya
5	M/s. Kenya Red Cross Society (KRCS) in association with Agency for Peace and Inclusive Development (APID)	P.O Box 40712-00100, Nairobi	Kenya
6	M/s. Francis Allen Consulting	P.O Box 30905-00100, Nairobi	Kenya
7	M/s. Kibabii University	P.O Box 1699-50200, Bungoma	Kenya
8	M/s. Smart Fix General Contractors Company Ltd	P.O Box 6948-00200, Nairobi	Kenya

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

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

6. A firm will be selected under Quality and Cost Based Selection (QCBS) method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke. The RFP includes the following documents:

   Section 1: Letter of Request for Proposals
   Section 2: Instructions to Consultants and Data Sheet
   Section 3: Technical Proposal Standard Forms
   Section 4: Financial Proposal Standard Forms
   Section 5: Terms of Reference
   Section 6: Standard Forms of Contract ([Lump-Sum])

7. Please inform us by **25th November, 2026** in writing at the following address

   Director General,
   Attention; Deputy Director (Supply Chain Management)
   Kenya National Highways Authority, 2nd Floor, South wing, Block C,
   Barabara Plaza, Jomo Kenyatta International Airport (JKIA),
   Off Mazao Road (Opposite Aviation House)
   P. O. Box 49712-00100, Nairobi, Kenya,

   or by E-mail

   directordevelopment@kenha.co.ke,
   procurement@kenha.co.ke

   a) That you have received this Request for Proposals; and
   b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet14.1 (a).

8. Details on the proposal's submission date, time and address are provided in the ITC 18.5 of the Data Sheet.

Yours sincerely,

Deputy Director
SUPPLY CHAIN MANAGEMENT DEPARTMENT

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

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

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

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

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

e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

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

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

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

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

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

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

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

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

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant andwhoisassignedtoperformtheServicesoranyparttthereofundertheContractandwhoseCVsarenot evaluated individually.

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

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

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

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

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

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

2. Introduction

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

(iii) *Conflicting Relationships*
Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or

professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*
Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

5.2 Collusive practices

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

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

6. Eligibility

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

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

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

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

Public Officers are also not allowed to participate in any procurement proceedings.

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

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

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

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

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

ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

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

i) Are legally and financially autonomous,

ii) Operate under commercial law, and

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

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

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

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providingtheinformationrequestedintheRFPmayresultinrejectionoftheProposal.

8. Cost of Preparation of Proposal

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

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

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

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and

executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

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

11. Only One Proposal

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

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

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

12. Proposal Validity

a. Proposal Validity Period

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

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

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

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

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except asprovidedinITC12.7.

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

c. Substitution of Key Experts at Validity Extension

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

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

d. Sub-Contracting

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

13. Clarification and Amendment of RFP

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

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

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

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

14. Preparation of Proposals–Specific Considerations

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

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do solon gas only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

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

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

15. Technical Proposal Format and Content

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

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

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

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

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

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

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

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

18. Sealing and Marking of Proposals

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

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

i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

i) Bear the name and address of the Procuring Entity.
ii) Bear the name and address of the Firm; and
iii) Bear the name and Reference number of the Assignment.

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

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

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

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

21. Proposals Evaluation

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

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

22. Evaluation of Technical Proposals

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

a) Firm has submitted the required number of copies of the Technical Proposals.
b) Firm has submitted a sealed financial proposal.
c) The Proposal is valid for the required number of days.
d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
g) Key Experts are from eligible countries.
h) Key Experts do not appear in more than one proposal, if so required.
i) A short-listed firm has not participated in more than one proposal, if so required.
j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical

score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

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

23.2 Financial Proposals for QBS, CQS and SSS

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

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

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

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

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

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

24. Correction of Errors

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

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the

later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

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

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

26. Conversion to Single Currency

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

27. Abnormally Low Prices

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

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

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

28. Abnormally High Prices

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

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

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

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

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

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

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

c. Least Cost Selection (LCS) Method

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

d. Combined Technical and Evaluation Report

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

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

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

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

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the

Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

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

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

32.3 Availability of Key Experts

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

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

32.5 Technical negotiations

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

32.6 Financial negotiations

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

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

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates aremuchhigherthanthetypicallychargedratesbyconsultantsinsimilarcontractsortheprofessionalpractice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing

information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

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

33. Conclusion of Negotiations

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

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

34. Letter of Award

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

35. Signing of Contract

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

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

36. Publication of Procurement Contract

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

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

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

37. Procurement Related Complaint and Administrative Review

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

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

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General Provisions
1(j)	N/A
2.1	**Name of the Client:** Kenya National Highways Authority **Method of selection**: Quality and Cost Based Selections (QCBS) as per **Applicable guidelines**: *Public Procurement* and Asset *Disposal Act, 2015*.
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes *The name of the assignment is:* **Consultancy Services for Community Health Awareness and Sensitization Campaigns for the proposed Lesseru – Kitale and Morpus – Lokichar Road Upgrading Project**
2.3	**A pre-proposal conference will be held**: No Date of pre-proposal conference: N/A Time: **N/A** Telephone: **+254 (020) 8013842** E-mail: **directordevelopment@kenha.co.ke** **d.kirira@kenha.co.ke**. Contact person/conference co-ordinator: **Eng. Dominic Kirira (Project Coordinator/Deputy Director)**
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: • provide relevant project documentation; • facilitate access to project stakeholders; • provide available baseline information; • facilitate coordination with Contractors and Supervision Consultant; • provide comments on submitted deliverables; • facilitate access to relevant government stakeholders; • designate a focal person; and • undertake review and approval of deliverables.
3.3 (iv)	N/A
4.1	N/A
6.2	Maximum number of members in the Joint Venture (JV) shall be: *three (3)*

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with **N/A**
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence TECH-8: Self Declaration Forms AND 2nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: **No**
12.1	Proposals must remain valid for ***150*** **days** after the proposal submission deadline.
13.1	Clarifications may be requested no later than **Seven (*7*) days** prior to the submission deadline. The contact information for requesting clarifications is: ___ *Director (Development)* *Kenya National Highways Authority* *Barabara Plaza, Block A, North wing, 1st Floor* *P.O. Box 49712-00100* *NAIROBI* Email; *(1) dg@kenha.co.ke , (2) directordevelopment@kenha.co.ke* *(3) d.kirira@kenha.co.ke (4). procurement@kenha.co.ke*
14 (b)	Estimated input of Key Experts' time-input: **59 person-months**
14 (d)	Key Experts shall **NOT** appear in more than one proposal:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
16.1(b)	The Financial Proposal will include (but not limited to) the following reimbursable expenses: (1) *a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;* *(6) cost of reports production (including printing) and delivering to the Procuring Entity;* *(7) other allowances where applicable and provisional or fixed sums (if any)]*
16.2	**A price adjustment provision applies to remuneration rates:** No
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Kenya Shillings: Yes
C. Submission, Opening and Evaluation	
17.1	The Consultants "shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original, a digital(USB) copy (b) Financial Proposal: one (1) original.
18.5	**The Proposals must be submitted no later than:** **Date:** 10th December, 2026 **Time:** *11.00 hrs. Local Time* **The Proposal submission address is:** **Deputy Director – Supply Chain Management, Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi** **Barabara Plaza, Jomo Kenyatta International Airport,** **Mazao Road, Off Airport South Road, Block C 2nd Floor**
20.1	An online option of the opening of the Technical Proposals is offered:

<table>
<tr><td>Reference to ITC Clause</td><td>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</td></tr>
<tr><td></td><td>No (√)
The opening shall take place at: [Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block C, 2nd Floor, Boardroom]
Kenya National Highways Authority,
P. O. Box 49712-00100, Nairobi
Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport South Road, Block C, 2nd Floor Boardroom</td></tr>
<tr><td>20.2</td><td>In addition, the following information will be read out at the opening of the Technical Proposals N/A</td></tr>
<tr><td>22.1</td><td>Other eligibility and mandatory criteria shall be: N/A</td></tr>
<tr><td>22.2</td><td>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:
<u>Points</u>
i. Specific experience of the Consultant, as a firm, relevant to the Assignment: 10 pts
ii. Adequacy and quality of the proposed methodology, and approach in responding to the Terms of Reference (TORs): 30pts
ii. Adequacy and quality of the Work plan, implementation arrangements and field deployment: 20pts
v. Qualifications, experience and competency of key experts for the Assignment
{<u>Notes to Consultant</u>: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}
<table>
<tr><th colspan="2">Key Expert</th><th>Points</th></tr>
<tr><td>1</td><td>Team Leader/Senior Social & Public Health Specialist</td><td>10</td></tr>
<tr><td>2</td><td>Public Health Expert</td><td>7</td></tr>
<tr><td>3</td><td>Reproductive Health Expert</td><td>6</td></tr>
<tr><td>4</td><td>Behaviour Change/SBCC Expert</td><td>6</td></tr>
<tr><td>5</td><td>M&E/Data Management Specialist</td><td>6</td></tr>
<tr><td></td><td>TOTAL</td><td>35</td></tr>
</table>
The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights:
(1) General qualifications (general education, training, and experience): <u>20%</u>
(2) Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments): <u>70%</u>
(3) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <u>10%</u>
Total weight: 100%
v. Quality assurance, risk management, knowledge transfer and sustainability: 5pts
Total points for the five (5) criteria: 100</td></tr>
</table>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The minimum technical score (St) required to pass is*:* ***75%***
23.4	**Public Opening of Financial Proposals** **An online option of the opening of the Financial Proposals is offered:** No.
25.2	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.
26.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is**: Kenya Shillings **The official source of the selling (exchange) rate is**: Central Bank of Kenya The date of the exchange rate is: The date of proposal opening as indicated under ITC 18.5 and 20.1
29.1 (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are:** **T** = 0.8, and **P** = 0.2 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
31	The Standstill Period shall be: **14 days** The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: Date: To be determined Address: **Deputy Director – Supply Chain Management, Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi** **Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport South Road, Block C 2nd Floor**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
35.2	Expected date for the commencement of the Services: Fourteen (14) calendar days after order to commence or such other time period as the parties may agree in writing
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within **14 days** after the contract signing.
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: Eng. Luka Kimeli Title/position: *Director General* Entity: *Kenya National Highways Authority* Email address*:* dg@kenha.co.ke In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.

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

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

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

e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

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

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

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

(l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

(e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.

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

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours

sincerely,

Authorized Signature *{In full and initials}:* Name and Title of Signatory:
Name of Consultant *(company's name or JV's name):*
Contact information *(phone and e-mail):*

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

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_____

_____*[Name of Procuring Entity]*

for:_____*[Name and number of tender]* in response to the request for tenders made by:_____*[Name of Tenderer]* do hereby make the followingstatementsthatIcertifytobetrueandcompleteineveryrespect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

1. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

2. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- Has been requested to submit a Tender in response to this request for tenders;
- could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

3. The Tenderer discloses that [check one of the following, as applicable]:
- The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
- The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

4. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not to submit, a proposal; or
- the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

5. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

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

Name_____

Title_____

Date _____

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

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

(Appendix shall not be modified)

Purpose

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

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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

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

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

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

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

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

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

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

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

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

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

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

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

v) "obstructive practice" is:

i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor, andincludescollusivepracticesamongsttendererspriortooraftertendersubmissiondesignedtoestablish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers),Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous **similar** assignments successfully completed in the last **8 years**. Similar assignments considered are infrastructure projects involving Community Health Awareness and Sensitization Campaigns encompassing HIV/AIDS and other STIs, TB, malaria and other infectious diseases, sexual and reproductive health (SRH), gender mainstreaming, and drug and substance abuse prevention
2. have local knowledge of the region as well as an understanding of the cultural, economic and social dynamics of the community.
3. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
4. The Consultant shall substantiate their claimed experience by **presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence.***

Assignment name:	**Approx. value of the contract [KES, US$ etc.]:**
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total Nº of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	Nº of professional staff-months provided by associated Consultants:
Role on Assignment: *(E.g. Lead Member in ABC JV, or Sole Consultant)*:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

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

a) Instructions to Tenderer

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

Tenderer's details

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

General and Specific Details

a) Sole Proprietor, provide the following details.

Name in full __Age___

Nationality_____Country of Origin____Citizenship

b) Partnership, provide the following details.

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

c) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company ___
Nominal Kenya Shillings (Equivalent) _____
Issued Kenya Shillings (Equivalent) _____

iii) Give details of Directors as follows

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

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

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

If yes, provide details as follows.

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

FORM TECH-3B: CONFLICT OF INTEREST DISCLOSURE

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

Certification

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

Full Name: ___

Title or Designation: _

(Signature) (Date)

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

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

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

FORM TECH-3D: COMMENTS AND SUGGESTIONS

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

A. On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B. On Counterpart Staff and Facilities

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

FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

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

{The structure of your Technical Proposal:

a) Technical Approach and Methodology-

b) Work Plan

c) Organization and Staffing}

i) *Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*

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

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

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

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

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

FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

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

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

Full time input Part time input

FORM TECH-6B: CURRICULUM VITAE (CV)

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

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

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

Period	**Employing organization and your title/position. Contact Infor for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2011-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

phone…….……) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation

described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert_____Signature_____Date _____

{day / month/year}

Name of authorized _____Signature._____Date _____

Representative of the Consultant (the same who signs the Proposal

FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 22.1]

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

- A person proposed as Key personnel by more than one bidder for the same bid shall cause the disqualification of the bidders.
- Current sworn affidavit on litigation history issued by a Commissioner for Oaths or Notaries public within the last three (3) months.
- Submission of audited Financial Accounts for the last three years (2023, 2024 & 2025).
- Completeness of the RFP document –
  - All pages with entries (Typed or handwritten) must be initialed.
  - Any alterations made in the tender document must be countersigned.
  - All relevant Forms/ Schedules shall be duly filled including it being signed, dated, and stamped.
- Bidders shall sequentially serialize all pages of each tender submitted. Any written Pages or document attached, or inserted Documents **MUST** be sequentially serialized. **A Guide Note on Serialization is outlined in the Notes below.**
- Firms or entities in a joint venture, association or sub-consultancy shall individually meet the mandatory requirements above and attach a duly signed agreement.

i) **NOTE:**

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

FORM TECH - 8: <u>SELF-DECLARATION FORMS</u>

FORM SD1

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

I, ……., of Post Office Box …….……. being a resident of

…….. in the Republic of ……. do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ……...…….. (Insert name of the Company) who is a Bidder in respect of **Tender No.**

   ……. for……. (Insert tender title/description) for……. *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

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

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

……(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

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

I, ... of P. O. Box.....being a resident of

…….. in the Republic of ……. do hereby make a statement as follows: -

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

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of……. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……. *(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

…… (Title) (Signature) (Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I …….....……
(person) on behalf of ***(Name***

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

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

Name of Authorized signatory.....
Sign…….....
.....

Position…….....
.....

Office address…….

Telephone……...……. E-

mail…….....

.....

Name of the Firm/Company…….....
Date…….....
.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name
…….....
.....

Sign…….....
.....

Date……

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of remuneration

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

..... {Location, Date}

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [*Insert title of assignment*]

in accordance with your Request for Proposal dated..... *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {*Insert currency*} {*Insert amount in words and figures*}. {*Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

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

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

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

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

Yours sincerely,

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

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

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			
	{*Insert Foreign Currency # 1*}	{*Insert Foreign Currency # 2, if used*}	{*Insert Foreign Currency # 3, if used*}	{*Insert Local Currency, if used, and/or*
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax· e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{*insert type of tax*}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

FORM FIN-3A: 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 Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

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

B. Reimbursable Expenses__								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{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							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Entity's personnel – if required in TOR}							
Total Costs								

Legend*:*

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

SECTION 5. TERMS OF REFERENCE

CONSULTANCY SERVICES FOR COMMUNITY HEALTH AWARENESS AND SENSITIZATION FOR THE LESSERU–KITALE AND MORPUS–LOKICHAR ROAD UPGRADING PROJECT

ABBREVIATIONS AND ACRONYMS

Abbreviation	Meaning
AfDB / ADF	African Development Bank / African Development Fund
AoI	Area of Influence
CAP	Corrective Action Plan
C-ESMP	Contractor's Environmental and Social Management Plan
CHP / CHU	Community Health Promoter / Community Health Unit
CSC	Construction Supervision Consultant (also "Supervision Consultant")
ESIA / ESMP	Environmental and Social Impact Assessment / Environmental and Social Management Plan
FP	Family Planning
GBV / SEA / SH	Gender-Based Violence / Sexual Exploitation and Abuse / Sexual Harassment
GIS	Geographic Information System
HTS	HIV Testing Services
IEC / SBCC	Information, Education and Communication / Social and Behaviour Change Communication
KAP	Knowledge, Attitudes and Practices
KeNHA	Kenya National Highways Authority
KPI	Key Performance Indicator
LLIN	Long-Lasting Insecticidal Net
NACADA	National Authority for the Campaign Against Alcohol and Drug Abuse
NACOSTI	National Commission for Science, Technology and Innovation
PIU	Project Implementation Unit
PM	Person-Month
PrEP / PEP	Pre-Exposure / Post-Exposure Prophylaxis (HIV)
SRH	Sexual and Reproductive Health
STI	Sexually Transmitted Infection
TB	Tuberculosis

1. INTRODUCTION AND PROJECT BACKGROUND

1. 1.1 The Project

The Government of Kenya, through the Kenya National Highways Authority (KeNHA) ("the Client"), with financing from the African Development Bank (AfDB) and the African Development Fund (ADF), is implementing the Multinational: Kenya–South Sudan Road Corridor – Lesseru–Kitale and Morpus–Lokichar Road Upgrading Project, Phase I, part of the Lesseru–Nadapal–Kapoeta–Juba corridor.

Table 1: Phase I road sections

Lot	Road section	Indicative counties in the Area of Influence*	Approx. length
Lot 1	Lesseru–Kitale (B14)	Uasin Gishu, Kakamega (adjoining areas), Trans Nzoia	55 km
Lot 2	Morpus–Kainuk (A1), via Marich Pass	West Pokot, Turkana (Kainuk)	54 km
Lot 3	Kainuk–Lokichar (A1)	Turkana	75 km
Total		**Five counties**	**≈ 184 km**

2. 1.2 Health Context of the Corridor

The construction phase will involve significant movement and interaction of workers, contractors, subcontractors, suppliers, truck drivers and host communities. Construction camps, worker accommodation, material sites, equipment yards, trading centres, truck stops and transport routes create new opportunities for interaction between mobile populations and host communities. The corridor crosses two distinct health settings:

- **Lot 1** – densely settled agricultural and peri-urban areas of Uasin Gishu, Trans Nzoia and adjoining parts of Kakamega, with busy trading centres and truck stops, comparatively good health-facility coverage and established county HIV, TB and reproductive health programmes.
- **Lots 2 and 3** – the arid and semi-arid, largely pastoralist areas of West Pokot and Turkana, with long distances to health facilities, mobile populations, recurrent drought and food insecurity, intermittent insecurity, low literacy, and diseases of particular local importance (e.g. malaria, visceral leishmaniasis (kala-azar), cholera and other diarrhoeal diseases, and measles). Opening up the corridor and the oil and trade activity around Lokichar will increase mobility further.

Without effective preventive, awareness and referral measures, the project may increase exposure to HIV and other STIs, unintended pregnancies, TB, malaria and other infectious diseases (including outbreaks along transport corridors), harmful alcohol and drug use, and pressure on local health services, with women, adolescents, youth and other vulnerable groups particularly affected.

3. 1.3 Rationale

This assignment establishes a sustained, measurable programme – not one-off awareness campaigns – that follows the chain:

risk identification → targeted awareness → behaviour change → service uptake → referral and linkage → monitoring → adaptive management → measurable health outcomes

The Consultant shall combine community-based, workplace-based, peer-led, facility-linked and behaviour-change interventions covering HIV/AIDS and STIs, TB, malaria and other relevant infectious diseases, sexual and reproductive health (SRH), alcohol, drug and substance abuse, health promotion, peer education, referral and linkage, and health-related capacity building.

4. 1.4 Relationship with Other Project Interventions

The assignment shall complement, and not duplicate, the Project's separate consultancy on gender-related social risks (GBV, SEA/SH, FGM and early/child marriage), the Contractors' occupational health and safety and worker health obligations, and other environmental and social safeguards measures. Coordination arrangements are set out in Section 6.12.

2. OBJECTIVES

5. 2.1 Overall Objective

To reduce the risk of exposure to and transmission of HIV/AIDS, STIs, TB, malaria and other infectious diseases; to prevent and reduce alcohol, drug and substance abuse and its associated health and social risks; and to improve knowledge, attitudes, health-seeking behaviour and use of services on these issues and on sexual and reproductive health among project workers, local communities and other priority populations in the project's area of influence.

6. 2.2 Specific Objectives

The Consultant shall:

- (a) Establish baseline information on knowledge, attitudes and practices relating to HIV/AIDS, STIs, TB, malaria, SRH, alcohol, drug and substance use and other priority health risks;
- (b) Identify, and periodically update, health and social risk factors associated with construction activities, labour influx, population mobility and project-related economic activity;
- (c) Design and implement evidence-based SBCC and health promotion interventions for workers and communities, including a sustained peer education programme;
- (d) Promote prevention, early identification, testing, treatment, care and support for HIV, STIs, TB, malaria and other priority infectious diseases through referral and linkage to services;
- (e) Promote SRH knowledge and responsible health-seeking behaviour, including prevention of unintended pregnancy and STIs, and youth-friendly services;
- (f) Prevent alcohol, drug and substance abuse, and promote early identification, brief intervention, counselling, referral and linkage to treatment and rehabilitation;
- (g) Develop culturally appropriate, gender-responsive, age-sensitive and accessible IEC/SBCC materials in the main local languages;

- (h) Map health services and establish a verified referral directory and protocol, with coordination between the Project, health service providers, Contractors, County Governments and relevant agencies;
- (i) Support preparedness and risk communication for outbreaks and emerging infectious diseases in coordination with health authorities;
- (j) Establish a robust monitoring, evaluation, learning and reporting system, including baseline, midline and endline KAP assessments; and
- (k) Hand over sustainable peer education, referral and health promotion arrangements to Contractors, county health systems and community structures at the end of the assignment.

7. 2.3 Expected Results

Result	Description
Outcome 1: Improved knowledge	Workers and communities demonstrate improved knowledge of HIV/AIDS, STIs, TB, malaria, other priority infectious diseases, SRH, substance abuse, prevention and treatment options, and available services.
Outcome 2: Improved preventive behaviour	Increased adoption of safer sexual practices, HIV/STI testing, correct use of prevention commodities (condoms, LLINs), early health-seeking, TB screening and referral, reduced harmful alcohol and drug use, and infection-prevention practices.
Outcome 3: Improved access and linkage	Target populations are linked to HTS, STI, TB, malaria, family planning, maternal health, youth-friendly, psychosocial and substance-use treatment services.
Outcome 4: Strengthened project health promotion systems	Functioning peer education structures, approved IEC/SBCC materials, verified referral directory, functioning M&E system and dashboard, periodic risk assessments, and evidence-based adaptive programming.

3. LEGAL, POLICY AND SAFEGUARDS FRAMEWORK

The Consultant shall comply with, and confirm during inception the full list of, applicable requirements, including at least:

8. 3.1 Kenyan Law, Policy and Guidelines

- Constitution of Kenya, 2010 (in particular Article 43 on the right to health and Article 31 on privacy);
- Health Act, 2017; Primary Health Care Act, 2023 and the national framework for Community Health Promoters; Public Health Act (Cap. 242);
- HIV and AIDS Prevention and Control Act, 2006 (including informed consent for testing, confidentiality and prohibition of HIV-related discrimination in employment);
- Occupational Safety and Health Act, 2007; Work Injury Benefits Act, 2007; Employment Act, 2007;
- NACADA Act, 2012; Alcoholic Drinks Control Act, 2010; Narcotic Drugs and Psychotropic Substances (Control) Act, 1994;
- Data Protection Act, 2019 and its Regulations (health data is sensitive personal data); Science, Technology and Innovation Act, 2013 (research licensing);
- Children Act, 2022 (for activities involving adolescents and children);

- Current national strategic plans and guidelines of the Ministry of Health for HIV, TB, malaria, reproductive health, adolescent and youth health and community health, and relevant county health policies.

9. 3.2 AfDB and Project Requirements

- AfDB Integrated Safeguards System applicable to the project under its financing agreement, in particular requirements on community health, safety and security, labour and working conditions, stakeholder engagement and gender;
- Project ESIA/ESMP, Labour Management Procedures, Stakeholder Engagement Plan, Grievance Redress Mechanism, Contractors' C-ESMPs and health and safety plans;
- KeNHA environmental and social safeguards policy and procedures; AfDB procurement and consultancy contract requirements.

10. 3.3 Order of Precedence

Where there is a conflict between this ToR and the financing agreement, AfDB requirements, Kenyan law or the contract, the higher-order instrument shall prevail. The Consultant shall notify KeNHA in writing of any inconsistency before implementing the affected requirement.

4. SCOPE, DURATION AND MANDATE

11. 4.1 Geographic Coverage

The assignment covers the project corridor and its Area of Influence (AoI) in Uasin Gishu, Kakamega, Trans Nzoia, West Pokot and Turkana Counties, including: (a) the **direct AoI** – road corridor and reserve, construction sites, camps and worker accommodation, material sites, quarries, borrow areas, batching and asphalt plants, access roads, contractor yards and temporary facilities; (b) the **indirect AoI** – adjacent communities, settlements and trading centres, schools, markets, transport centres, boda-boda stages, truck stops, and communities receiving labour influx; and (c) the **health-service catchment** – facilities and referral hospitals serving workers and communities. The Consultant shall define the AoI during inception and review it at least six-monthly as construction progresses (Annex 1).

12. 4.2 Duration and Phasing

The assignment shall run for **forty-two (42) months** from commencement, aligned with the civil works programme. Timing may be adjusted by contract amendment to match actual commencement and completion of the works.

Phase	Months	Focus
Phase 1: Inception	M1	Document review, consultations, methodology, tools, approvals, field mobilisation.
Phase 2: Baseline and systems set-up	M2–M4	Health risk assessment, baseline KAP, service mapping, SBCC strategy, action plan, M&E system, IEC package, referral directory and protocol, peer educator recruitment and training.
Phase 3: Implementation and adaptive management	M5–M38	Continuous workplace and community programme across all lots; midline KAP and mid-term review (M19–M21); quarterly and annual reporting.
Phase 4: Endline, handover and close-out	M37–M42	Endline KAP (M37–M39), sustainability and exit plan, handover of database and tools, final report.

13. 4.3 Mandate and Limits

The Consultant is a health promotion, behaviour change, referral and monitoring service provider. In particular:

- The Consultant shall **not** provide clinical services unless it is licensed to do so. HIV testing, TB screening, family planning and other clinical services at outreach events shall be delivered by, or in partnership with, county health departments or licensed providers, following national guidelines.
- Prevention commodities (condoms, LLINs, IEC dispensers) shall be sourced through the county/Ministry of Health supply chain or provided by the Contractor where required by its contract; the Consultant facilitates access, placement and monitoring of outlets.
- The Consultant shall **not** assume the Contractors' contractual obligations for occupational health and safety, worker medical services or camp health facilities, but shall work with Contractors to align workplace health promotion with those obligations.
- No worker shall be subjected to mandatory HIV testing or have their status disclosed. Pre-employment HIV screening is prohibited under Kenyan law; the Consultant shall report any such practice to KeNHA.
- The Consultant shall not investigate GBV/SEA/SH cases; any disclosure shall be referred through the project's GBV/SEA/SH referral pathway.

14. 4.4 Target Populations

The Consultant shall segment target populations during inception and baseline. Target groups include:

Group	Includes
Project workforce	Skilled, unskilled, casual and migrant workers; drivers and truck operators; plant and equipment operators; security and camp personnel; subcontractor personnel; supervisors; suppliers and service providers; supervision consultant staff.
Communities	Households in the AoI; communities around camps, material sites, quarries and borrow areas; residents of trading centres; women; men; adolescents and youth; persons with disabilities; vulnerable households; pastoralist and mobile populations; traders and hospitality businesses.
Priority/mobile populations	Truck drivers and transport workers (including boda-boda riders), construction workers, traders, young people, populations at high-mobility locations, and – where identified through ethical assessment and in partnership with specialised providers – sex workers.

The Consultant shall not stigmatise or label communities or groups, and all interventions shall respect dignity, confidentiality and applicable ethical requirements.

5. GUIDING PRINCIPLES

Principle	Application
Evidence-based and adaptive	Interventions follow baseline findings and are adjusted on the basis of monitoring data and risk updates.
Rights-based, voluntary and non-discriminatory	Testing, counselling and referral are voluntary and confidential; no person is coerced, stigmatised or excluded.
Confidentiality and data minimisation	Individual health information is never shared with Contractors, the CSC or community structures; reporting uses aggregated data.

Principle	Application
Gender-responsive and inclusive	Activities reach women, men, girls and boys, persons with disabilities and marginalised groups at safe times and places, in local languages.
Culturally appropriate and age-sensitive	Messages and methods are adapted to each lot and to the age group, with adolescent content consistent with national guidelines and parental/school consent where needed.
System-strengthening, not parallel structures	The programme works through county health departments, Community Health Units and existing services so that results can be sustained.
Do no harm and safeguarding	Activities avoid exposing participants to stigma, retaliation or harm; all personnel follow the project Code of Conduct and child safeguarding requirements.

6. SCOPE OF SERVICES

The Consultant shall implement the assignment through the following integrated workstreams. Its technical proposal shall describe the approach to each, differentiated by lot where relevant.

15. 6.1 Workstream 1: Inception

Within **twenty-one (21) calendar days** of commencement, the Consultant shall review project documents (ESIA/ESMP, LMP, SEP, GRM, C-ESMPs, Contractors' health and safety plans and workforce projections, the GBV/SEA/SH consultancy's plans and county health plans), consult KeNHA, the CSC, Contractors and the five County Departments of Health, and submit an Inception Report setting out:

- understanding of the assignment, methodology, implementation matrix and 42-month work plan;
- staffing and Field Deployment Plan (personnel, location, role, dates, level of effort, reporting lines);
- baseline/KAP methodology, sampling, tools, ethics review and research-licence plan;
- geographic coverage, AoI definition and risk assessment methodology;
- draft M&E framework and KPIs with proposed targets, data collection tools and digital system design;
- referral approach, IEC approval schedule, stakeholder engagement matrix and communication arrangements;
- quality assurance plan, data protection plan and programme risk register.

Deliverable(s): *D1 – Inception Report (Day 21).*

16. 6.2 Workstream 2: Baseline Health and Social Risk Assessment and KAP Study

1. Health and social risk assessment

The Consultant shall assess, by lot and county: existing health risks and disease burden; HIV/STI, TB, malaria and other infectious disease risks; SRH risks, including teenage pregnancy; alcohol, drug and substance use; population mobility and labour influx; transport-related risks; availability and accessibility of health services; community knowledge and perceptions; vulnerable groups; existing programmes; and gaps in health promotion and referral.

2. KAP assessment

The Consultant shall conduct a baseline KAP assessment of workers and communities (Annex 6), with: a sampling frame and justified sample size representative at lot level and stratified by worker/community, sex and age group; questionnaires and qualitative guides (FGDs, KIIs); pilot testing; enumerator training; digital data collection with quality checks; and an analysis plan. Midline (M19–M21) and endline (M37–M39) assessments shall use the same core questions and comparable sampling to allow valid comparison.

3. Secondary data

The Consultant shall review secondary data from County Governments, health facilities, national health information systems (where access is authorised) and relevant programmes. Secondary surveillance data shall be clearly distinguished from primary KAP data, and KAP findings shall not be presented as clinical prevalence estimates.

4. Ethics

Before primary data collection, the Consultant shall obtain approval from an accredited ethics review committee and a NACOSTI research licence, obtain informed consent (and parental consent with assent for respondents under 18), and provide referral information to every participant.

5. Risk updates

The Consultant shall maintain a Health Risk Register and update it at least six-monthly, and whenever there is a material change such as a new camp, peak mobilisation, demobilisation or an outbreak.

Deliverable(s): *D2 – Stakeholder and Health Service Mapping Report (Week 6); D3 – Baseline Health and Social Risk Assessment and KAP Report (Month 3).*

17. 6.3 Workstream 3: Health Service Mapping, GIS and Referral System

The Consultant shall map and verify, in each lot: health facilities and referral hospitals; HTS, STI, TB, malaria, SRH/FP, maternal health, youth-friendly and psychosocial services; substance-use treatment and rehabilitation services; GBV recovery centres (for cross-referral); Community Health Units; condom and LLIN outlets; and roadside wellness services for transport workers where they exist. Each facility record shall include GPS coordinates, distance from sites and camps, services and commodities available, operating hours, emergency and ambulance arrangements, accessibility, contact person and referral procedure (Annex 7).

The Consultant shall produce and maintain GIS layers and maps (corridor overview, detailed maps for Lots 1–3, health facility/referral map, community health-risk map and campaign coverage map) and hand them over in editable format.

The Consultant shall prepare a **Health Referral Protocol** defining identification, referral, service linkage, consent and confidentiality, follow-up and completion monitoring where ethically appropriate, emergency referral, data recording and reporting. The simple pathway is: worker/community member → peer educator or Community Health Promoter → health facility → referral facility → specialised service. The directory shall be verified at least six-monthly and updated whenever services change.

> *Individual medical information shall not be disclosed to the Supervision Consultant, Contractors or any other project party except where lawful, necessary and authorised by the individual.*

Deliverable(s): *D7 – Health Referral Directory and Referral Protocol (Month 4); D9 – GIS Map Package (Month 4, updated six-monthly).*

18. 6.4 Workstream 4: SBCC Strategy and Peer Education

Based on the baseline, the Consultant shall prepare a **Health Awareness and SBCC Strategy** specifying: target audiences; priority behaviours; barriers and motivators; messages; channels and frequency; workplace, community and youth interventions; gender, cultural and language considerations; monitoring indicators; and adaptive management mechanisms.

The Consultant shall establish a **Peer Education Programme** among workers (indicatively one trained peer educator per 50 workers in each camp or work front, adjusted for turnover) and community representatives (including youth, women and transport operators), working alongside county Community Health Promoters. Peer educators shall receive structured training, role descriptions, referral information, reporting tools, supervision, refresher training at least six-monthly and appropriate recognition. Any stipends shall follow county or Ministry of Health rates to avoid creating unsustainable expectations.

Deliverable(s): *D4 – Health Awareness and SBCC Strategy (Month 3); D5 – Implementation Action Plan, including implementation matrix and Peer Education Programme (Month 3).*

19. 6.5 Workstream 5: IEC/SBCC Materials

The Consultant shall develop, pre-test and periodically update IEC/SBCC materials – posters, brochures, leaflets, flip charts, training materials, radio scripts, digital and audio-visual content – in English, Kiswahili, Pokot, Turkana and other languages identified at inception, with pictorial formats for non-literate audiences. All materials shall follow the approval process in Annex 10 (technical review for medical accuracy and consistency with national guidance, safeguards review, KeNHA approval) and be recorded in an IEC register. Where available and appropriate, approved Ministry of Health and NACADA materials shall be adapted rather than recreated.

> *No IEC material shall be mass-produced or disseminated as an official project product before technical and KeNHA approval.*

Deliverable(s): *D8 – Approved IEC/SBCC Materials Package (Month 4), updated as required.*

20. 6.6 Workstream 6: HIV/AIDS and STI Prevention

The Consultant shall: assess HIV/STI risk factors and high-risk/high-mobility locations; assess sexual behaviour patterns using ethical, confidential methods; map HIV/STI services and condom outlets and identify gaps; conduct workplace and community sensitisation; promote HIV testing (including self-testing where available through national programmes), STI prevention and treatment, and correct and consistent condom use; ensure condoms are freely accessible at camps and high-mobility sites in coordination with county health departments and Contractors; promote awareness of PrEP and PEP and where to obtain them; link people living with HIV to care and treatment; address stigma and discrimination; and monitor coverage and outcomes.

21. 6.7 Workstream 7: Sexual and Reproductive Health

The Consultant shall implement an SRH programme covering: reproductive health awareness; family planning and prevention of unintended pregnancy; STI prevention; adolescent and youth SRH information consistent with national guidelines; maternal health information and antenatal care; responsible sexual behaviour; myths and misconceptions; and referral to youth-friendly and maternal health services. The programme shall be gender-responsive and coordinated with county reproductive health structures, and school-based activities shall have school and county education approval.

22. 6.8 Workstream 8: TB, Malaria, Other Infectious Diseases and Outbreak Preparedness

6. Tuberculosis

TB awareness; recognition of symptoms (e.g. cough of two weeks or more); early health-seeking; symptom screening and referral for testing with county TB programmes; treatment adherence support; stigma reduction; attention to crowded camp accommodation; and monitoring of referral indicators.

7. Malaria

Malaria prevention, including LLIN use and environmental management around camps and borrow pits (standing water); early recognition of symptoms; prompt testing and treatment; awareness in camps and communities, especially during transmission seasons; and coordination with county malaria programmes.

8. Other infectious diseases and outbreaks

The Consultant shall identify priority infectious diseases for each lot during the baseline – which may include cholera and other diarrhoeal diseases, visceral leishmaniasis (kala-azar), measles, hepatitis, zoonoses, mpox and respiratory infections – and develop awareness and preparedness interventions, including hygiene, sanitation and vaccination messaging. The Consultant shall prepare an **Outbreak Risk Communication Plan** with county health departments and, where outbreaks occur, support risk communication, referral and prevention measures under the direction of the health authorities. Significant emerging health risks shall be reported to KeNHA within 24 hours.

Deliverable(s): *D10 – Outbreak Risk Communication Plan (Month 4); D19 – Emerging Health Risk Alerts (within 24 hours, as required).*

23. 6.9 Workstream 9: Alcohol, Drug and Substance Abuse

The Consultant shall assess and address risks from alcohol misuse, illicit and illegal brews, drug and other substance use (including khat/miraa and cannabis), substance-related sexual risk behaviour, workplace safety impacts and youth vulnerability. Interventions shall include: awareness and behaviour change; peer education; screening and brief intervention using validated tools by trained personnel; counselling and referral to treatment and rehabilitation; youth-focused and community interventions; and support to Contractors to develop or strengthen workplace alcohol and drug policies. The Consultant shall coordinate with NACADA and county alcohol and drug control structures.

24. 6.10 Workstream 10: Workplace Health Programme

Working with Contractors, the CSC and camp management, the Consultant shall:

- deliver a health module during worker induction so that every new worker is reached within two (2) weeks of mobilisation, accounting for turnover;
- deliver regular toolbox health talks and campaigns at work fronts and camps, scheduled with Contractors to avoid disrupting works;
- support peer education among workers and drivers, including subcontractor and supplier drivers;
- promote access to prevention commodities and to camp or nearby health services;
- support Contractors to adopt or strengthen workplace HIV/TB and alcohol and drug policies consistent with Kenyan law;
- share aggregated findings with Contractors and the CSC to inform worker health and camp management.

25. 6.11 Workstream 11: Community Outreach

The Consultant shall conduct regular community sensitisation, small-group sessions, peer-led activities, targeted outreach to priority populations, health promotion campaigns (including on national health days), youth engagement, women-focused activities, school sessions, community radio and integrated outreach with county health services (e.g. testing, screening and family planning days). Each activity shall be documented with date, location, target group, topic, numbers reached by sex and age, facilitator, materials used, referrals generated and observations (Annex 8).

26. 6.12 Workstream 12: Coordination with GBV/SEA/SH and Other Interventions

The Consultant shall establish coordination arrangements with the Project's GBV/SEA/SH consultancy and other safeguards teams, including: shared mapping and cross-referral between the health and GBV referral directories; a joint calendar of community activities to avoid duplication and community fatigue; participation in coordination meetings; and immediate referral, using the approved survivor-centred protocol, of any GBV/SEA/SH disclosure received during health activities. The Consultant shall maintain clear boundaries between health awareness and GBV/SEA/SH services, apply confidentiality principles, avoid collecting unnecessary sensitive information and shall not investigate cases.

27. 6.13 Workstream 13: Monitoring, Evaluation, Learning and Digital Data

The Consultant shall establish an M&E system comprising a results framework (Annex 2), KPI matrix (Annex 3), indicator reference sheets, baselines and annual targets, monthly monitoring, quarterly analysis, midline and endline assessments, data-quality assurance, learning reviews, corrective actions and adaptive management. Indicators shall be disaggregated by sex, age group, worker/community category, county and lot.

The digital system (subject to KeNHA approval) shall provide mobile data collection, a central database with validation, controlled access and audit trail, geographic tagging, activity and referral tracking using anonymised identifiers, monthly aggregation, quarterly dashboards, back-up and data export. The database, tools and documentation shall be handed over to KeNHA at completion.

> *The Consultant shall not claim improvement merely on the basis of the number of meetings held. Outcome-level change shall be assessed through KAP data and other verifiable evidence.*

Deliverable(s): *D6 – Results Framework, M&E Plan and Digital Monitoring System (Month 3).*

28. 6.14 Workstream 14: Data Protection, Confidentiality and Ethics

The Consultant shall comply with the Data Protection Act, 2019 and the HIV and AIDS Prevention and Control Act, 2006, and shall: obtain informed consent; protect confidentiality; minimise personal data; anonymise or pseudonymise data; restrict access to authorised staff; store data securely and encrypted; define retention, transfer and breach-response procedures; report only aggregated information; and obtain ethics and research approvals. The Consultant shall not disclose individual HIV, STI, TB, reproductive health or other medical information to the CSC, Contractors or community structures, and photographs shall be taken only with consent and never in health-service settings that could identify clients.

29. 6.15 Workstream 15: Stakeholder Engagement and County Coordination

The Consultant shall maintain a stakeholder engagement matrix (Annex 12) and engage KeNHA, AfDB (through KeNHA), the five County Departments of Health and their HIV, TB, malaria, reproductive health and community health coordinators, NACADA, health facilities, Community Health Units, Contractors, the CSC, local administration, community and religious leaders, women's and youth groups, schools, transport operators, NGOs/CBOs and health programmes. The Consultant shall participate in county health stakeholder forums and hold a lot-level coordination meeting at least quarterly.

30. 6.16 Workstream 16: Sustainability and Exit

From inception, the Consultant shall plan for handover and shall avoid creating parallel structures that cannot be sustained. The Sustainability and Exit Plan shall cover continuation of peer education (with Contractors for the remaining works period and with Community Health Units in communities), health-facility linkages, handover of the referral directory, training and IEC materials, the digital database and M&E tools, institutional capacity within KeNHA and Contractors, and transition of appropriate functions to county health systems.

Deliverable(s): *D16 – Sustainability and Exit/Handover Plan (Month 40); D18 – Final Database, Tools and Knowledge Products (Month 42).*

7. DELIVERABLES, REPORTING AND ACCEPTANCE

31. 7.1 Consolidated Deliverables

This list supersedes all other deliverable lists. Timing is counted from commencement.

Table 2: Deliverables, timing and acceptance criteria

No.	Deliverable	Due	Minimum content	Acceptance criteria
D1	Inception Report	Day 21	Methodology, implementation matrix, work plan, Field Deployment Plan, KAP design, AoI, risk register, QA and data protection plans, IEC approval schedule, stakeholder matrix	Complete, technically sound, consistent with ToR
D2	Stakeholder and Health Service Mapping Report	Week 6	Stakeholders by county and lot; verified facilities and services	≥95% of priority facilities verified

No.	Deliverable	Due	Minimum content	Acceptance criteria
D3	Baseline Health and Social Risk Assessment and KAP Report	M3	Risk profile by lot; KAP baseline values; disaggregated analysis; dataset and tools	Methodologically sound; ethics approvals obtained; dataset complete
D4	Health Awareness and SBCC Strategy	M3	Audiences, behaviours, messages, channels, languages, indicators	Evidence-based; culturally appropriate; measurable
D5	Implementation Action Plan and Peer Education Programme	M3	Implementation matrix (activity, target group, location, frequency, output, KPI, responsible expert); peer educator plan	Realistic; covers all lots and counties
D6	Results Framework, M&E Plan and Digital Monitoring System	M3	Indicators and reference sheets, targets, tools, database and dashboard	Operational; targets approved by KeNHA
D7	Health Referral Directory and Referral Protocol	M4; six-monthly updates	Verified services per lot; referral pathway and protocol	≥95% verified information; protocol tested
D8	Approved IEC/SBCC Materials Package	M4; as required	Pre-tested materials in English, Kiswahili and local languages; IEC register	Technically accurate; KeNHA-approved
D9	GIS Map Package	M4; six-monthly updates	Seven maps listed in Annex 1 and editable GIS layers	Covers all lots
D10	Outbreak Risk Communication Plan	M4	Priority diseases, alert pathway, messages and roles, agreed with county health departments	Endorsed by county health departments
D11	Monthly Progress Reports	Within 7 days after month-end	Section 7.2 contents	Complete, accurate, with evidence
D12	Quarterly Performance Reports and KPI Dashboards	Within 14 days after quarter-end	Section 7.2 contents	All KPIs reported with evidence
D13	Annual Performance Reports	M13, M25, M37	Consolidated annual results, trends, lessons, updated risk register and work plan	Accepted by KeNHA
D14	Midline KAP and Mid-Term Review Report	M21	Midline KAP compared with baseline; effectiveness review; strategy adjustments	Comparable methodology; robust recommendations
D15	Endline KAP Assessment	M39	Endline survey compared with baseline and midline; dataset	Valid methodology; evidence of change
D16	Sustainability and Exit/Handover Plan	M40	Handover arrangements with Contractors, counties and CHUs	Implementable; agreed with counties
D17	Final Impact/Performance Report	M42	Results against KPIs and outcomes, lessons, sustainability status	Complete; accepted by KeNHA
D18	Final Database, Tools and Knowledge Products	M42	Database, dashboards, GIS, tools, materials and documentation	Handed over in usable formats
D19	Emerging Health Risk Alerts	Within 24 hours	Nature of risk, location, action taken, support needed (no personal data)	Timely

32. 7.2 Report Contents

Monthly reports: activities, geographic coverage, target groups and attendance, key messages, referrals (aggregated), peer education, IEC distribution, challenges, emerging risks, KPI status, field verification findings, corrective actions and next month's plan (maximum 10 pages plus annexes).

Quarterly reports additionally: KPI dashboard, trend analysis against targets, performance by lot and county, sex and age disaggregation, referral performance, data-quality findings, stakeholder feedback, risk register update, corrective action tracking, lessons and recommendations (template in Annex 9).

Annual reports: a consolidated assessment of programme performance and an updated annual work plan.

33. 7.3 Submission

- Four (4) copies of each report – three (3) for KeNHA and one (1) for AfDB, transmitted through KeNHA – in editable format and PDF.
- Community-facing materials in English, Kiswahili and relevant local languages.
- No report shall contain personal health information or identify individuals.

Client	Financier (copy, through KeNHA)
Director (Development) Kenya National Highways Authority Barabara Plaza, 1st Floor P.O. Box 49712-00100, Nairobi Tel: +254 20 8013842 Email: dg@kenha.co.ke	African Development Bank Regional Development and Business Delivery Office, East Africa (RDGE) Khushee Tower, Longonot Road, Upper Hill P.O. Box 4861-00200, Nairobi Tel: +254 20 271 2925/6/8 www.afdb.org

34. 7.4 Review and Acceptance

KeNHA shall review each deliverable within the review period in Annex 13 (5–15 working days) and may: (i) accept it; (ii) accept it subject to minor corrections; (iii) return it for revision; or (iv) reject it if it does not meet the ToR or acceptance criteria. The Consultant shall revise and resubmit within the period specified, at no additional cost where the revision arises from its own non-compliance, and shall maintain a comments and resolution matrix. Submission does not constitute acceptance.

The following require KeNHA approval before use: inception report; baseline methodology, sampling and KAP tools; risk assessment; SBCC strategy; IEC materials; referral protocol; M&E framework and targets; implementation plan; midline and endline assessments; and final report.

8. PAYMENT SCHEDULE

Table 3: Payment schedule (42 months)

No.	Milestone	Timing	Deliverables / evidence	%
1	Inception	M1	D1 accepted; field team mobilised	10%
2	Baseline and mapping	M2–M3	D2, D3 accepted	20%
3	Programme systems established	M3–M4	D4–D10 accepted; peer educators recruited and trained	15%
4	Implementation – Period 1	M5–M12	D11, D12 for the period; KPI evidence	10%
5	Implementation – Period 2	M13–M18	D11, D12; D13 (Year 1) accepted	5%
6	Midline and Mid-Term Review	M19–M21	D14 accepted	10%
7	Implementation – Period 3	M22–M30	D11, D12; D13 (Year 2) accepted	5%
8	Implementation – Period 4	M31–M36	D11, D12; KPI evidence; CAPs closed	5%
9	Endline and exit planning	M37–M40	D13 (Year 3), D15, D16 accepted	10%
10	Completion and handover	M41–M42	D17, D18 accepted; handover completed	10%
	TOTAL	**42 months**		**100%**

- Each payment is subject to submission of the required reports and payment request, and to KeNHA's written acceptance of them.
- Payments for implementation periods require evidence of performance (Section 9). KeNHA may withhold or defer payment where KPIs show Red status without an agreed Corrective Action Plan, or where deliverables are deficient, until the deficiencies are addressed.
- No separate payment shall be made for other reports required under the ToR; their cost is included in the contract price.
- Any provisional sum for production of IEC materials, media airtime or commodities shall be specified in the RFP and paid against actual, documented expenditure.

9. PERFORMANCE MANAGEMENT

35. 9.1 Key Performance Indicators

The KPIs in Annex 3 are the principal measures of the Consultant's performance. The Consultant shall establish baselines, agree with KeNHA the methodology, data sources and verification arrangements for each KPI, report at the specified frequency with evidence, report significant underperformance immediately, and implement agreed corrective actions. Activities without evidence of outputs, coverage, quality or results shall not automatically count as satisfactory performance. KPI status shall be rated Green (≥ 90% of target), Amber (75–89%) or Red (< 75%).

36. 9.2 Performance Scorecard

Performance area	Weight
Delivery of agreed outputs	20%
KPI/results achievement	20%
Quality and timeliness of reports	15%
Field coverage and implementation	15%
Data quality and M&E	10%
Stakeholder coordination	10%
Corrective action and adaptive management	5%
Sustainability/handover	5%
Total	**100%**

The scorecard shall be applied six-monthly, with the final version approved by KeNHA during inception. Persistent underperformance shall be managed in accordance with the contract.

37. 9.3 Evidence and Verification

The Consultant shall keep an auditable record of activities and results (minimum evidence in Annex 13), including attendance registers, activity reports, geo-referenced photographs where appropriate and consented, training records, IEC distribution registers, aggregated referral records, KAP datasets, facility mapping records, minutes and feedback records. KeNHA may verify reported performance through document review, field inspections, interviews, spot checks, beneficiary feedback and data verification.

38. 9.4 Corrective Action Plans

Where performance falls below target or a deliverable does not meet quality requirements, KeNHA may require a Corrective Action Plan stating the performance gap, root cause, action, responsible person, resources, deadline, verification method and expected improvement. Its implementation forms part of the Consultant's contractual obligations. No KPI or acceptance requirement shall be interpreted to change the scope of services without a contract variation.

10. STAFFING AND FIELD STRUCTURE

39. 10.1 Key Experts

Table 4: Key experts – minimum qualifications and indicative input

No.	Position	Minimum qualification	Minimum experience	Key relevant experience	PM
K1	Team Leader / Senior Social and Public Health Specialist	Bachelor's in Public Health, Sociology, Social Development, Anthropology, Development Studies or related; Master's in a relevant discipline an advantage	10 years post-qualification	Community health or health/social safeguards programmes; HIV/STI and infectious disease interventions; M&E; project management; ≥ 3 comparable assignments; large infrastructure and donor-funded projects preferred	42
K2	Public Health (Infectious Disease) Expert	Bachelor's in Public Health, Environmental Health, Community Health or related	8 years	Epidemiology, disease prevention and health promotion; HIV/TB/malaria programmes; community-based interventions; outbreak response an advantage	30
K3	Reproductive Health Expert	Bachelor's in Public Health, Nursing, Medicine, Reproductive Health or related; registration with the relevant professional body where applicable	8 years	SRH and family planning; adolescent and youth SRH; community-based interventions; labour-influx settings an advantage	24
K4	Behaviour Change / SBCC Expert	Bachelor's in Behavioural Sciences, Psychology, Communication, Social Sciences or related	7 years	Behaviour change and health promotion; HIV/STI and substance abuse campaigns; peer education; IEC development and pre-testing	30
K5	M&E and Data Management Specialist	Bachelor's in Statistics, M&E, Epidemiology, Public Health, Social Sciences, Data Science or related	7 years	Baseline/KAP surveys and sampling; quantitative and qualitative analysis; digital data collection; databases and dashboards; donor-funded programmes	42
K6	Substance Abuse Prevention and Psychosocial Specialist	Bachelor's in Counselling Psychology, Addiction Studies, Social Work, Psychology or related; addiction counselling certification desirable	7 years	Alcohol and drug prevention; screening and brief intervention; counselling and referral to treatment and rehabilitation; workplace or youth programmes	24
	Total indicative key expert input				**192**

40. 10.2 Field and Support Personnel

The Consultant shall propose non-key personnel and their input, provided that the field structure includes at least:

- one Lot Coordinator based in each lot (three in total);
- at least one Community Health/Sensitisation Officer per county, with additional officers in West Pokot and Turkana proportional to distance and population;
- a Peer Education Coordinator and at least two Data/M&E Officers;

- intermittent GIS support, community mobilisers, enumerators for KAP surveys, and administrative and logistics staff.

Field staff shall be recruited locally where possible, collectively be fluent in Kiswahili, Pokot and Turkana, and include women and men in each lot. The field structure shall reflect the geographic scale and 42-month duration rather than rely on intermittent visits by key experts. All personnel shall sign the project Code of Conduct and complete confidentiality and safeguarding training before deployment. Replacement of key experts requires KeNHA's prior written approval. The indicative deployment profile is in Annex 5.

11. INSTITUTIONAL ARRANGEMENTS AND RESPONSIBILITIES

41. 11.1 KeNHA

KeNHA shall: designate a focal person; provide available project documentation and data; facilitate access to project stakeholders, sites, Contractors and government agencies; facilitate coordination with project teams and the GBV/SEA/SH consultancy; review and approve deliverables within the agreed periods; and integrate recommendations into project management.

42. 11.2 Construction Supervision Consultant

The CSC shall support site access, coordination with Contractors, programme scheduling, verification of workplace activities, interface with other safeguards activities, and communication of emerging site-level health issues.

43. 11.3 Contractors

Contractors shall: facilitate reasonable access to workers, camps and work areas; allocate time for worker induction and health talks; support peer education; implement approved workplace interventions and their contractual health and safety obligations; provide workforce numbers and turnover data; support access to prevention commodities and referral; cooperate with monitoring; and report emerging health risks. KeNHA shall instruct Contractors accordingly through the CSC.

44. 11.4 Consultant

The Consultant shall: provide qualified personnel, field offices, transport, accommodation, communication, equipment and software; maintain adequate field presence; keep records; implement QA/QC; maintain confidentiality; comply with applicable laws and safeguards; coordinate with stakeholders; report emerging risks; deliver outputs on time; implement corrective actions; and carry the necessary insurances and its own staff security arrangements.

12. QUALITY ASSURANCE AND RISK MANAGEMENT

45. 12.1 Quality Assurance

The Consultant shall implement a Quality Assurance Plan including technical review, field supervision, activity and attendance verification, spot checks, data validation, duplicate detection, consistency checks, back-checks, quarterly data-quality assessments, a corrective action register and management review. Every deliverable shall be reviewed technically and for safeguards, confidentiality and editorial quality, and signed off by the Team Leader.

46. 12.2 Programme Risk Register

The Consultant shall maintain a programme risk register (Annex 11), reviewed quarterly and whenever significant changes occur, covering at least: insecurity; difficult terrain and weather; community resistance and cultural sensitivities; low participation; worker turnover; disease outbreaks; stigma; misinformation; confidentiality breaches; limited health-service capacity and commodity stock-outs; access restrictions; and logistics.

13. INTELLECTUAL PROPERTY AND DATA OWNERSHIP

All reports, databases, tools, survey instruments, dashboards, IEC and training materials, maps and other products developed under the assignment shall become the property of KeNHA, subject to the contract. The Consultant shall not publish or commercially use project-specific information without KeNHA's prior written authorisation.

14. CONTENT OF THE TECHNICAL PROPOSAL

The Consultant shall demonstrate in its technical proposal:

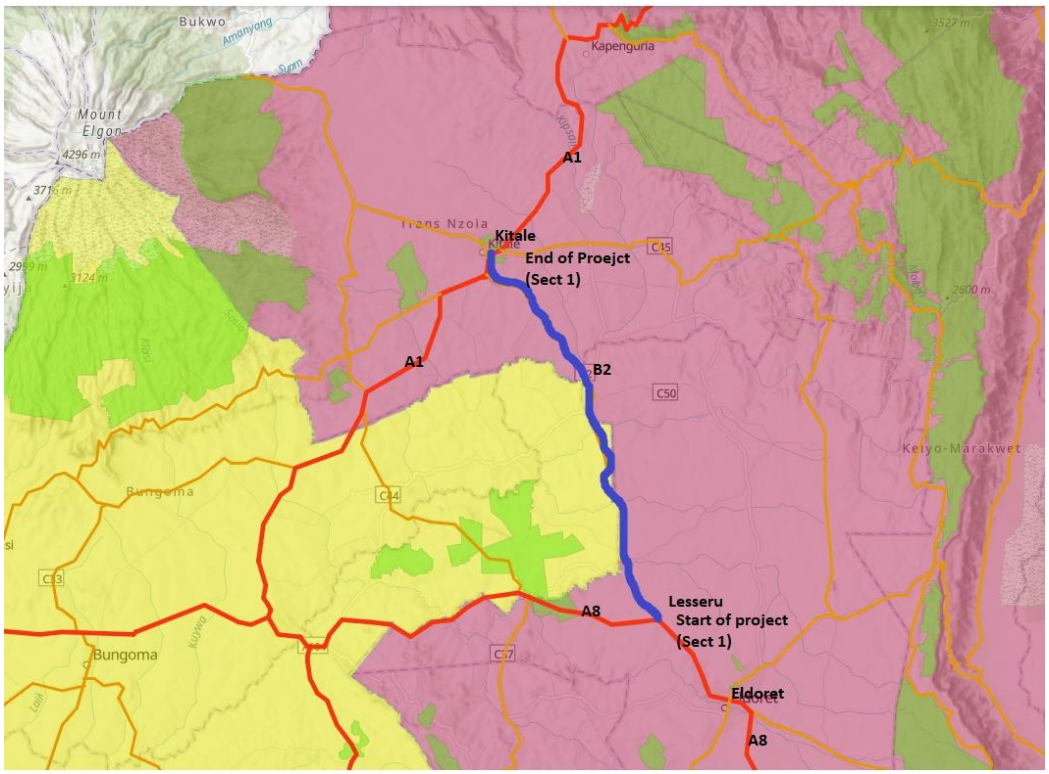
- how it will operate in the field and maintain continuous presence in all three lots and five counties;
- how workers – including new workers, given turnover – and communities will be reached;
- how peer education will operate and be sustained;
- how baseline, midline and endline KAP assessments will be designed and conducted ethically;
- how results will be measured and data quality assured;
- how referrals will be managed and confidentiality protected;
- how Contractors, the CSC, county health departments and the GBV/SEA/SH consultancy will be engaged;
- how the programme will respond to outbreaks and emerging health risks;
- how interventions will be sustained after completion;
- its staffing, Field Deployment Plan and person-month allocation, and CVs of key experts.

15. ANNEXES

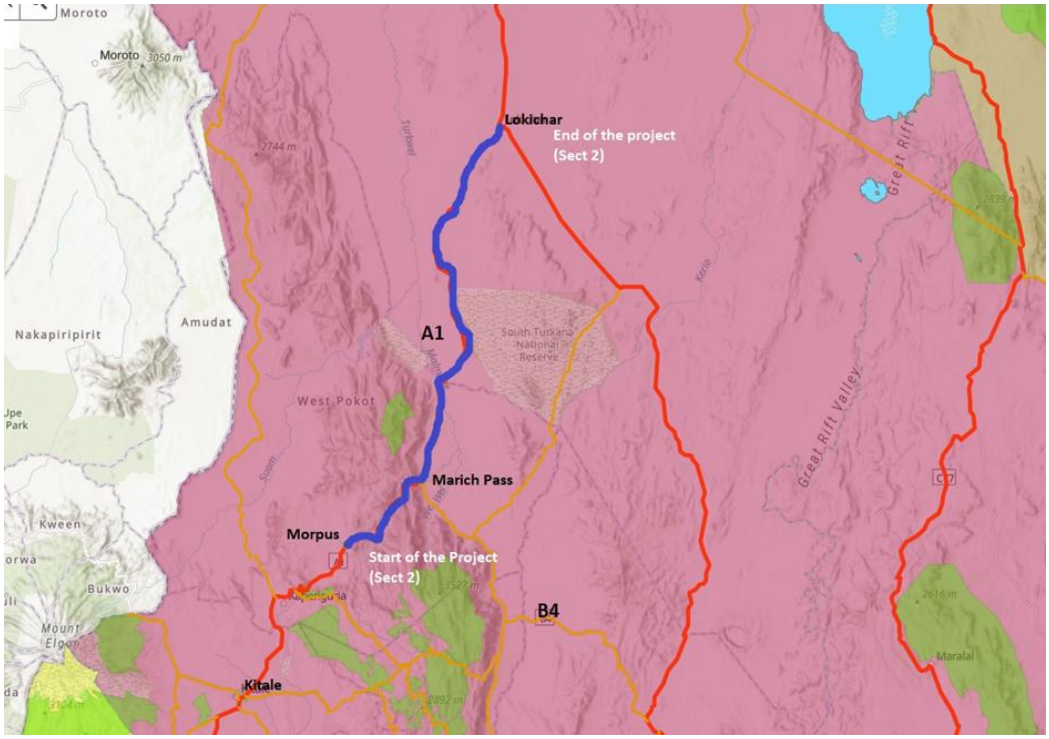
Annex	Title
1	Project Corridor, Area of Influence and GIS Requirements
2	Indicative Results Framework
3	Contractual KPI Matrix
4	Indicative Reporting Calendar
5	Indicative Personnel Deployment Profile
6	Indicative KAP Assessment Framework
7	Health Facility and Referral Mapping Template
8	Monthly Monitoring Template
9	Quarterly Performance Dashboard
10	IEC Approval Process and Register
11	Indicative Programme Risk Register
12	Indicative Stakeholder Engagement Matrix
13	Deliverable Review Periods and Minimum Evidence Requirements

ANNEX 1: PROJECT CORRIDOR, AREA OF INFLUENCE AND GIS REQUIREMENTS

Section 1 – Lesseru–Kitale (B14), Lot 1, approx. 55 km



Section 2 – Morpus–Marich Pass–Kainuk–Lokichar (A1), Lots 2 and 3, approx. 129 km



9. Minimum GIS layers

Road alignment and lots; county and sub-county boundaries; settlements and trading centres; schools; health facilities and referral hospitals; construction camps and material sites; markets;

transport and boda-boda stages and truck stops; high-risk locations; vulnerable communities; condom and LLIN outlets; and areas covered by campaigns.

10. Map outputs

(a) corridor overview; (b) Lot 1 detailed map; (c) Lot 2 detailed map; (d) Lot 3 detailed map; (e) health facility/referral map; (f) community health-risk map; (g) campaign coverage map.

ANNEX 2: INDICATIVE RESULTS FRAMEWORK

Targets shall be finalised after the baseline (D3) and approved by KeNHA.

Level	Result	Indicator	Baseline	Target	Verification	Frequency
Impact	Reduced exposure to project-related health risks	Change in selected health-risk practice indicators	Set at baseline	Set at baseline	Endline KAP; health data	Endline
Outcome 1	Improved HIV/STI knowledge	% of respondents with comprehensive correct knowledge	Set at baseline	≥ agreed	KAP	Mid/endline
Outcome 2	Improved TB awareness	% correctly identifying TB symptoms, transmission and prevention	Set at baseline	≥ agreed	KAP	Mid/endline
Outcome 3	Improved malaria prevention	% reporting LLIN use the previous night (camps/communities)	Set at baseline	≥ agreed	KAP; spot checks	Mid/endline
Outcome 4	Improved SRH knowledge	% demonstrating correct knowledge of modern FP methods and where to obtain them	Set at baseline	≥ agreed	KAP	Mid/endline
Outcome 5	Reduced harmful substance use risk	% of workers reporting harmful drinking patterns (validated screening tool)	Set at baseline	Reduction agreed	KAP	Mid/endline
Outcome 6	Improved access to services	% aware of where to obtain HIV testing, TB screening and FP services	Set at baseline	≥ agreed	KAP; referral records	Mid/endline
Output 1	Workers sensitised	% of active workers reached	Set at baseline	≥ 90%	Registers	Monthly
Output 2	Communities sensitised	Number of people reached (by sex/age)	Set at baseline	Annual target	Registers	Monthly
Output 3	Peer educators	Number trained and active	0	Agreed	Training records	Quarterly
Output 4	IEC materials	Number approved and distributed	0	Agreed	IEC register	Quarterly
Output 5	Referral network	Verified directory and protocol in place	0	100%	Directory	Six-monthly
Output 6	KAP assessments	Baseline, midline and endline completed	0	3	Reports	Milestone
Output 7	Reporting	% reports submitted on time	0	100%	KeNHA records	Monthly/quarterly

ANNEX 3: CONTRACTUAL KPI MATRIX

No.	KPI	Definition / measurement	Baseline	Target	Frequency	Verification	Minimum standard	If below
1	Worker health awareness coverage	% of active workers receiving documented health awareness sessions in the period	Set at baseline	≥ 90%	Monthly	Registers; worker database	90%	CAP
2	New worker induction	% of newly mobilised workers receiving the health induction module within 2 weeks	Set at baseline	100%	Monthly	Induction registers vs. Contractor HR data	95%	CAP
3	Community coverage	% of targeted communities reached through documented campaigns	Set at baseline	≥ 80%	Quarterly	Campaign reports; geo-tagged evidence	80%	CAP
4	HIV/STI coverage	% of target workers/communities reached with HIV/STI messages	Set at baseline	≥ 90% workers; ≥ 80% communities	Quarterly	Registers; IEC records	Target	CAP
5	TB coverage	% of target groups reached with TB prevention and referral messages	Set at baseline	≥ 80%	Quarterly	Session reports	80%	CAP
6	Malaria coverage	% of target groups reached with malaria prevention information	Set at baseline	≥ 80%	Quarterly	Campaign records	80%	CAP
7	SRH coverage	% of target beneficiaries reached with SRH information	Set at baseline	≥ 80%	Quarterly	Session records	80%	CAP
8	Substance-abuse coverage	% of target workers/community members reached	Set at baseline	≥ 80%	Quarterly	Registers	80%	CAP
9	Peer educators	% of planned peer educators trained and active	0	100% of plan	Quarterly	Training and activity records	≥ 90%	CAP
10	Commodity access	% of camps and priority hotspots with condoms available at spot check	Set at baseline	≥ 90%	Quarterly	Spot-check records	90%	CAP
11	Referral directory	% of priority facilities verified and updated	Set at baseline	100%	Six-monthly	Verified directory	100%	Corrective action
12	Referral linkage	% of documented referrals linked to services, where evidence is available within confidentiality rules	Set at baseline	≥ 80%	Quarterly	Aggregated referral records	≥ 80%	CAP
13	Knowledge improvement	Change in % of respondents with good knowledge (≥ 70% score)	Set at baseline	Set after baseline	Mid/endline	KAP datasets	Target	CAP
14	KAP assessments	Baseline, midline and endline completed	None	3	Milestone	Approved reports and datasets	100%	CAP
15	Monthly reporting	Monthly reports submitted on time	None	100%	Monthly	Submission register	100%	CAP
16	Quarterly reporting	Quarterly reports submitted and accepted	None	100%	Quarterly	Accepted reports	100%	CAP
17	Corrective actions	% of agreed corrective actions implemented on time	Set at baseline	≥ 90%	Quarterly	Action tracker	≥ 90%	Escalation
18	Emerging health risks	Significant emerging risks reported within 24 hours	None	100%	As required	Alerts	100%	Immediate action

11. KPI rating

Achievement	Status
≥ 90% of target	Green – Satisfactory
75–89% of target	Amber – Requires improvement
< 75% of target	Red – Unsatisfactory; Corrective Action Plan required

ANNEX 4: INDICATIVE REPORTING CALENDAR

Report	Contents	Due	Review
Inception Report (D1)	Methodology, work plan, staffing, baseline approach	Day 21	KeNHA
Mapping Report (D2)	Stakeholders and verified services	Week 6	KeNHA
Baseline and KAP Report (D3)	Health risks, KAP baseline	Month 3	KeNHA / AfDB
Strategy, Action Plan, M&E (D4–D6)	SBCC, implementation matrix, results framework	Month 3	KeNHA
Referral, IEC, GIS, Outbreak Plan (D7–D10)	Systems and materials	Month 4	KeNHA
Monthly Progress Report (D11)	Activities, coverage, KPIs	7 days after month-end	KeNHA
Quarterly Report and Dashboard (D12)	KPIs, trends, risks, CAPs	14 days after quarter-end	KeNHA / AfDB
Annual Performance Report (D13)	Annual results and lessons	M13, M25, M37	KeNHA / AfDB
Midline KAP and Mid-Term Review (D14)	Progress, KAP, adjustments	Month 21	KeNHA / AfDB
Endline KAP (D15)	Final assessment	Month 39	KeNHA / AfDB
Sustainability and Exit Plan (D16)	Handover arrangements	Month 40	KeNHA
Final Report and Handover (D17, D18)	Overall results; database and tools	Month 42	KeNHA / AfDB

ANNEX 5: INDICATIVE PERSONNEL DEPLOYMENT PROFILE

Personnel	M1–4	M5–12	M13–18	M19–21	M22–30	M31–36	M37–42
K1 Team Leader							
K2 Public Health Expert							
K3 Reproductive Health Expert							
K4 SBCC Expert							
K5 M&E Specialist							
K6 Substance Abuse Specialist							
Lot Coordinators							
Community Health Officers							
Data/M&E Officers							
Peer educators							

Deployment shall be adjusted to construction intensity, workforce size, population density, emerging health risks, accessibility, security, campaign performance and monitoring findings, while maintaining continuous field presence in all three lots.

ANNEX 6: INDICATIVE KAP ASSESSMENT FRAMEWORK

Purpose: establish baseline conditions and measure change in knowledge, attitudes and practices among workers and communities. **Population:** project workers and Contractors' staff; drivers and transport workers; communities in the AoI; youth and adolescents; women; men; vulnerable groups where appropriate. **Schedule:** baseline (M2–M3) → midline (M19–M21) → endline (M37–M39), retaining the same core questions.

Domain	Indicative variables
HIV/AIDS	
STIs	
TB	
Malaria	
Other infectious diseases	
SRH	
Substance use	
Health-seeking	
Information access	
Gender and vulnerability	

Knowledge scores may be classified as low (0–49%), moderate (50–69%), good (70–84%) and high (≥ 85%), validated during inception. The KAP report shall include methodology, sampling, respondent profile, findings by domain, gender and vulnerability analysis, comparison with previous rounds, conclusions and recommendations.

ANNEX 7: HEALTH FACILITY AND REFERRAL MAPPING TEMPLATE

No.	Facility	County	Sub-county	Level	HIV	STI	TB	Malaria	SRH / FP	Youth	Substance use	GBV	Emer-gency	Referral facility	Contact

For each facility also record: GPS coordinates; distance from project sites and camps; operating hours; emergency services; referral procedure; contact person and telephone; commodities available; accessibility for persons with disabilities; ambulance arrangements; and date last verified. Referrals shall be voluntary, confidential, non-discriminatory, survivor-centred where applicable and consistent with health-sector protocols.

ANNEX 8: MONTHLY MONITORING TEMPLATE

A. General: Lot; County; Sub-county; Reporting month; Reporting officer.

12. B. Activities

No.	Activity	Location	Target group	Male	Female	Youth	Vulnerable	Total	Date

13. C. Health themes covered

Theme	Sessions	Participants	Key issues raised	Referrals (aggregate)
HIV/AIDS				
STIs				
TB				
Malaria				
Other infectious diseases				
SRH				
Alcohol and substance use				
GBV/SEA/SH (referred to GBV pathway)				

14. D. IEC materials and commodities

Item	Produced	Distributed	Location	Target group
Posters				
Brochures / flyers				
Radio spots				
Condom outlets stocked				

E. Referrals by service (aggregate numbers and destination facility, no personal data). **F. Emerging issues. G. Corrective actions** (issue, action, responsible, due date, status).

ANNEX 9: QUARTERLY PERFORMANCE DASHBOARD

Reporting period: _____ Lot: _____

KPI	Annual target	Quarterly target	Actual	% achieved	Status (G/A/R)	Corrective action
Workers sensitised						
New workers inducted						
Community members reached						
Female participants						
Youth reached						
Sessions by theme						
Peer educators active						
Hotspots with condoms						
Referral linkages						
IEC materials distributed						
Reports on time						

Overall status: On track / Requires improvement / Significantly behind. Key achievements; key challenges; priority actions for next quarter.

ANNEX 10: IEC APPROVAL PROCESS AND REGISTER

Step	Stage	Description
1	Needs identification	Target audience, health issue, communication objective, language, channel
2	Content development	Draft poster, brochure, flyer, banner, radio script, training or digital material
3	Technical review	Medical accuracy, consistency with national guidance, terminology, referral information
4	Safeguards review	Gender, cultural appropriateness, inclusion, child safeguarding, GBV/SEA/SH, non-discrimination
5	Pre-testing	Tested with members of the target audience; comprehension and acceptability recorded
6	KeNHA review	Submitted to designated KeNHA officers
7	Revision	Comments incorporated
8	Final approval	Written KeNHA approval
9	Production and dissemination	Approved material produced and distributed to target groups
10	Monitoring	Distribution, use, reach, understanding and feedback

No.	Material	Version	Submitted	Technical review	Safeguards review	KeNHA approval	Date approved	Status

ANNEX 11: INDICATIVE PROGRAMME RISK REGISTER

No.	Risk	Likeli-hood	Impact	Rating	Mitigation	Responsible
1	Low community participation					
2	HIV-related stigma					
3	Cultural sensitivity around SRH					
4	Alcohol and substance abuse					
5	Worker turnover					
6	Language barriers					
7	Limited health services; stock-outs					
8	Remote locations					
9	Insecurity					
10	Misinformation					
11	Poor monitoring data					
12	Duplication with other programmes					
13	Disease outbreak					
14	Low female or youth participation					
15	Poor referral follow-through					
16	Confidentiality breach					
17	Campaign fatigue					
18	Extreme weather					

L = Low; M = Medium; H = High. The register shall be reviewed quarterly and whenever significant changes occur.

ANNEX 12: INDICATIVE STAKEHOLDER ENGAGEMENT MATRIX

Stakeholder	Interest / role	Key information	Method	Frequency	Responsible
KeNHA					
AfDB (through KeNHA)					
County Departments of Health					
NACADA and county alcohol control					
Health facilities and CHUs					
Contractors and camp management					
Supervision Consultant					
GBV/SEA/SH consultancy					
Community Health Promoters					
Local administration and leaders					
Women's and youth groups					
Schools					
Transport and boda-boda operators					
Religious leaders					
NGOs/CBOs and health programmes					

ANNEX 13: DELIVERABLE REVIEW PERIODS AND MINIMUM EVIDENCE

15. 13.1 Review periods

Deliverable	KeNHA review period
D1, D4–D10, D16	10 working days
D2, D11	5 working days
D3, D14, D15, D17	15 working days
D12, D13	10 working days

Review → comments issued → revision → resubmission → acceptance. Where AfDB review is required, the period is extended accordingly. A deliverable is acceptable where it meets the ToR, is technically accurate, contains adequate and verifiable evidence, uses the prescribed format, addresses KeNHA and AfDB comments, is consistent with the ESIA/ESMP and AfDB requirements, and is submitted on time.

16. 13.2 Minimum evidence

Activity	Minimum evidence
Community meeting / dialogue	
Worker sensitisation / induction	
School session	
Radio programme	
IEC distribution	
Peer educator training	
Commodity spot check	
Health facility mapping	
Referral activity	
KAP survey	
Quarterly performance	

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Contract

Consulting

Services for:

Contract No.:_____

Contract Description:_____

Between

_____*[Name of the Procuring Entity]*

and

_____*[Name of the Consultant]*

Date:

FORM OF CONTRACT - LUMP-SUM

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

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

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

WHEREAS

a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");
b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract; NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract;
   b) The Special Conditions of Contract;
   c) Appendices:
      - Appendix A: Terms of Reference
      - Appendix B: Key Experts
      - Appendix C: Breakdown of Contract Price
      - Appendix D: N/A

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

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
   a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
   b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of..... *[Name of Procuring Entity] [Authorized Representative of the Procuring Entity–name, title and signature]*

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant–name and signature]*

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

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture] [Name of the lead member]*

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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 he force of law in Kenya.

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

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

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

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

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

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

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

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

j) "Government" means the government of Kenya.

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

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

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

n) "Non-Key Expert(s)" means an individual professional provided by the

Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

o) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.

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

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

"Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party "means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

1.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

4. Language

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

5. Headings

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

6. Communications

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

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

7 Location

7.1 The Services shall be performed at such locations as are specified in Appendix A

hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8 Authority of Member in Charge

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

9 Authorized Representatives

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

10 Corrupt and Fraudulent Practices

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

10.2 Commissions and Fees-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

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

17 Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be taken

17.4 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.

17.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days

following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

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

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

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

18 Suspension

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

19 Termination

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

a. By the Procuring Entity

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

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

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

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

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

e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

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

b. By the Consultant

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

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

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

d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

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

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, 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 Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

b. Payment up on Termination

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

a) Payment or Services satisfactorily performed prior to the effective date of termination; and

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

C. Obligation s of the Consultant

20 General

a. Standard of Performance

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

20.2 The Consultant shall employandprovidesuchqualifiedandexperiencedExpertsandSub-consultants as are required to carry out the Services.

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

b. Law Applicable to Services

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

20.5 Throughout the execution of the Contract, the Consultants hall comply with the import of goods and services prohibitions in Kenya when

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

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

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

21 Conflict of Interests

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

1. 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 GCC21.1.3,the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

2. 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.

3. 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.

4. Strict Duty to Disclose Conflicting Activities

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

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the

Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

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

27 Proprietary Rights of the Procuring Entity in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity,

together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

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

28 Equipment, Vehicles and Materials

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

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

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

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

30 Replacement of Key Experts

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

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

31 Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert of Sub consultant have

engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

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

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

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

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

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

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

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

c FacilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServicesan dofthepersonal effects of the Expert sand their eligible dependents.

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

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

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

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

33 Access to Project Site

33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such

damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35 Services, Facilities and Property of the Procuring Entity

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

36 Counterpart Personnel

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

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

37 Payment Obligation

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

F. Payments to the Consultant

38 Contract Price

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

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

39 Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract

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

40 Mode of Billing and Payment

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

40.2 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.

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

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

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

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

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

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

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

44 Dispute Resolution

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

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[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 Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are *[fill in at negotiations with the selected firm]*: Procuring Entity: The Director General Attention; Deputy Director (Supply Chain Management) Kenya National Highways Authority **Barabara Plaza, Jomo Kenyatta International Airport** **Mazao Road, Off Airport North Road**, P. O. Box 49712-00100 NAIROBI KENYA Attention: **The Director – Directorate of Development** Email: dg@kenha.co.ke; directordevelopment@kenha.co.ke Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* The Lead Member on behalf of the JV is _____*[insert name of the member]*
9.1	The Authorized Representatives are: For the Procuring Entity: ***Director- Development*** For the Consultant: *[name, title]*__
11.1	The effectiveness conditions are the following: The date on which this contract shall come into effect is on being signed by all the parties and commencement letter given.
12.1	Termination of Contract for Failure to Become Effective:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The time period shall be ____ ***90 days***
13.1	Commencement of Services: The number of days shall be **14 days** after order to commence Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be **42 (forty two) months**
21.1.3.	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of **The Contract sum** (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of ***Kshs. 2,000,000.***. (c) Third Party liability insurance, with a minimum coverage of ***Kshs. 5,000,000.*** (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 Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; ***Kshs. 5,000,000*** 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. ***Kshs. 5,000,000.***

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
27.1	The additional rights to the use of the documents are: ***N/A***
27.2	**The Consultant shall not use** any reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services ***for purposes unrelated to this Contract without the prior written approval*** of the Procuring Entity.
32.1 (a) through (f)	*Not Applicable.*
32.1(g)	*Not Applicable*
38.1	**The Contract price is:** _____ *[insert amount and currency for each currency as applicable] [indicate:* inclusive *or* exclusive*]* of local taxes. Any 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 Procuring Entity *[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 tax amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.
39.1 and 39.2	The Procuring Entity warrants that *"*the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts*"* any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity'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 Kenya), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into Kenya 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 Procuring Entity and which is treated as property of the Procuring Entity; (d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the

<table>
<tr><th>Number of GC Clause</th><th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th></tr>
<tr><td></td><td>eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity’s country, provided that:
(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity’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 Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity’s country.</td></tr>
<tr><td>40.2</td><td>The payment schedule:
Note

<table>
<tr><th>Milestone</th><th>Deliverable</th><th>Indicative Payment</th></tr>
<tr><td>1</td><td colspan="2">Inception Report, work plan and deployment plan</td><td>10%</td></tr>
<tr><td>2</td><td colspan="2">Baseline/KAP, risk assessment, SBCC strategy and M&E framework</td><td>20%</td></tr>
<tr><td>3</td><td colspan="2">Implementation and approved IEC/referral systems</td><td>10%</td></tr>
<tr><td rowspan="6">4</td><td colspan="2">Periodic implementation and performance reporting</td><td rowspan="6"></td></tr>
<tr><td rowspan="5"></td><td>1st Year
Mid-year (Every 2no. Quarters)</td><td>5%</td></tr>
<tr><td>Annual Report</td><td>5%</td></tr>
<tr><td>2nd Year
Mid-year (Every 2no. Quarters)</td><td>5%</td></tr>
<tr><td>Annual Report</td><td>5%</td></tr>
<tr><td>3rd Year
Mid-year (Every 2no. Quarters)</td><td>5%</td></tr>
<tr><td></td><td>Annual Report</td><td>5%</td></tr>
<tr><td>5</td><td colspan="2">Midline assessment and Mid-Term Review</td><td>10%</td></tr>
<tr><td>6</td><td colspan="2">Endline KAP and sustainability/exit plan</td><td>10%</td></tr>
<tr><td>7</td><td colspan="2">Final report, database and handover</td><td>10%</td></tr>
</table>

Every Payment shall be subject to (i) submission to the Client of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Client.

No separate payments shall be made for any other reports required under the service and shall therefore be deemed to have been included in the Contract Price.</td></tr>
</table>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
40.2.1	*[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. The advance bank payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *10%]* in foreign currency] [and of *10%]* in Kenya Shillings] shall be made within *[56]* days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
40.2.4	The accounts are: for foreign currency: *[insert account]*. for local currency: *[insert account]*.
41.1	The interest rate is: *For Local currency****: The Central Bank of Kenya average mean lending rate*** *For foreign currency****: SOFR (of 90days average)***
44.1	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 *Chartered Institute of Arbitrators – Kenya Branch* 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, *Chartered Institute of Arbitrators – Kenya Branch* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity 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 *Chartered Institute of Arbitrators – Kenya Branch* (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 *Chartered Institute of Arbitrators – Kenya Branch* 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 *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Nairobi*; (b) the *English* 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.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[*Note*: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; ProcuringEntity'sinput,includingcounterpartpersonnelassignedbytheProcuringEntitytoworkontheConsultant's team;specifictasksoractionsthatrequirepriorapprovalbytheProcuringEntity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 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-3andFIN-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 [FormFIN-3andFIN-4] at the negotiations or state that none has been made.}

Appendix D - Form of Advance Payment Guarantee

[*Note:* See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment_____*[Bank's Name and Address of Issuing Branch or Office]* Beneficiary:_____*[Name and Address of Procuring Entity]*
Date:_____

ADVANCEPAYMENTGUARANTEE No.:_____

We have been informed that_____*[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (herein after called" the Consultant") has entered into Contract No._____*[reference number of the contract]* dated_____ _____with you, for the provision of _____*[brief description of Services]* (herein after called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of

_____*[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we_____*[name of bank]* here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of_____ _____*[amount in figures]* () *[amount in words]*[1]upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in b reach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made

Full repayment of the amount of the advance payment, or on the day of_____, [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.

[Signature]

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

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity:_____*[insert the name of the Entity]* Contract title:_____*[insert the name of the contract]* RFP No:_____*[insert RF Preference number]*

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

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

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

The successful Consultant

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

i) Short listed Consultants

[INSTRUCTIONS: insert names of allshort-listedConsultantsandindicatewhichConsultantssubmittedProposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overalltechnicalscoresandscoresassignedforeachcriterionandsub-criterion.]

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

(ii) **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.]

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

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).
You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:
Attention: [*insert full name of person, if applicable*]
Title/position: [*insert title/position*]
Agency: [*insert name of Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).
Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:
Attention: [*insert full name of person, if applicable*]
Title/position: [*insert title/position*]
Agency: [*insert name of Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*
[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
In summary, there are four essential requirements:
You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.
The complaint can only challenge the decision to award the contract.
You must submit the complaint within the deadline stated above.
You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.
The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of_____[*insert the name of the Procuring Entity*]: Signature:_____

_____ Name:_____

_____ Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF…….….20……...

BETWEEN

……...…….APPLICANT

AND

……RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

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

SIGNED

Board Secretary

3. LETTER OF AWARD

*[use letterhead paper of the Procuring Entity] [date]*_____To: _____ *[name and address of the winning Consultant]* Subject: *Notification of Award Contract No.....*

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

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

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: *Draft Negotiated Contract*

4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer 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 Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

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

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…… Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----------	Directly……..	1. Having the right to	1. Exercises

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	National identity card number or Passport number		----- % of shares Indirectly---------- % of shares	…….% of voting rights Indirectly---------- % of voting rights	appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… …… Indirect…… ……..	significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. **e.t .c**						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

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

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

Request for Proposal Reference No.:_____[*insert identification no*] Name of the Assignment:_____*[insert name of the assignment]* to: _____*[insert complete name of Procuring Entity]*

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

V) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares (Yes / No)**	**Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.
Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

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

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*NameofthepersondulyauthorizedtosigntheProposalonbehalfoftheConsultant: ** [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]

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* *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 there to) 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.*