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# MULTINATIONAL: KENYA - SOUTH SUDAN ROAD CORRIDOR LESSERU-KITALE AND MORPUS-LOKICHAR ROAD UPGRADING PROJECT PHASE 1 PROJECT

**RFP No. KeNHA/3017/2026**

**REQUEST FOR PROPOSALS**

# CONSULTANCY SERVICES FOR THE MANAGEMENT OF GENDER RELATED SOCIAL RISKS – GENDER BASED VIOLENCE (GBV), SEXUAL EXPLOITATION AND ABUSE (SEA)/SEXUAL HARASSMENT (SH), FEMALE GENITAL MUTILATION (FGM) AND EARLY AND CHILD MARRIAGES ASSOCIATED WITH CIVIL WORKS

**NOVEMBER, 2026**

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

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

Date: 20th November, 2026

Reference No.:KeNHA/3017/2026

Name of Assignment: **Consultancy services for the Management of Gender Related Social Risks – Gender Based Violence (GBV), Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH), Female Genital Mutilation (FGM) and Early and Child Marriages (ECM) Associated with Civil Works for the Multinational: Kenya - South Sudan Road Corridor Lesseru-Kitale and Morpus-Lokichar Road Upgrading Project Phase 1 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**
Email: info@francisallen.co.ke

**M/s. Accountability Institute Limited**
P.O Box 3658-00506, Nairobi
**KENYA**
Email: odipojoa@gmail.com/info@accountabilityinstitute.org

**M/s. Elay Africa Solutions**
P.O Box 3961-30200,
**KENYA**
Tel: 0722696530
Email: elayafrisol@gmail.com

**M/s Dabec Limited in Jv with M/s. Aayden Consulting Limited**
P.O Box 14886-00100, Nairobi
**KENYA**
Tel: 0724927475
Email: info@dabeccompany.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"): "**Consultancy Services for the Management of Gender Related Social Risks – Gender Based Violence (GBV), Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH), Female Genital Mutilation (FGM) and Early and Child Marriages (ECM) Associated with Civil Works for the Multinational: Kenya - South Sudan Road Corridor Lesseru-Kitale and Morpus-Lokichar Road Upgrading Project Phase 1 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:

| Ref. | 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 | Summit Hse Suite 108, Moi Avenue P.O Box 26524-00100, Nairobi | 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 Ltd | P.O Box 30905-00100, Nairobi | Kenya |
| 7 | M/s. Accountability Institute Limited | P.O Box 3658-00506, Nairobi | Kenya |
| 8 | M/s. Elay Africa Solutions | P.O Box 3961-30200, Kitale | Kenya |
| 9 | M/s Dabec Limited in JV with M/s. Aayden Consulting Limited | P.O Box 14886-00100, 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 sbe 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,*

*Kenya National Highways Authority (KeNHA)*
*4th Floor, West wing, Block A, Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Nairobi*
*Off Mazao Road (Opposite Aviation House)*
*P.O. Box 49712-00100,*

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 Sheet14.1.1).

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. GENERALPROVISIONS

### 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) Section2thatisusedtoreflect 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 andwhoisassignedtoperformtheServicesoranyparttthereofundertheContract andwhoseCVsarenot 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. Services" means the work to be performed by the Consultant pursuant to the Contract.

s) "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.

v) "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-ownedEnterprises-Government-ownedenterprisesorinstitutionsinKenya 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 providing the information requested in the RFP may result in rejection of the Proposal.

### 8. Cost of Preparation of Proposal

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

### 9. Language

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

9.2

## 10. Documents Comprising the Proposal

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

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

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

## 11. Only One Proposal

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

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

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

## 12. Proposal Validity

### a. Proposal Validity Period

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

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

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

**b. Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall 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.

**c. 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 are much higher than the typical charge rates consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If

after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

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

**33. Conclusion of Negotiations**

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

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

**34. Letter of Award**

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

**35. Signing of Contract**

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

35.2 The Consultant is expected to commence the assignment on the date and at the

location specified in the Data Sheet.

## 36. Publication of Procurement Contract

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

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

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

## 37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **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<br><br>**Method of selection**: Quality and Cost Based Selections (QCBS) as per<br><br>**Applicable guidelines**: *Public Procurement* and Asset *Disposal Act, 2015*. |
| 2.2 | Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes U<br><br>**The name of the assignment is**: **Consultancy services for the management of Gender Related Social Risks – Gender Based Violence (GBV), Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH), Female Genital Mutilation (FGM) and Early and Child Marriages (ECM) Associated with Civil Works for the Multinational: Kenya - South Sudan Road Corridor Lesseru-Kitale and Morpus-Lokichar Road Upgrading Project Phase 1 project.** |
| 2.3 | **A pre-proposal conference will be held**: No<br>Date of pre-proposal conference:<br>Time:<br>Telephone: **+254 (020) 8013842**<br>E-mail:<br>**directordevelopment@kenha.co.ke**<br>**d.kirira@kenha.co.ke**.<br>Contact person/conference co-ordinator:<br>**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:<br><br>a. Environmental and Social impact assessments (ESIAs) for the Lesseru-Kitale (B14) Road and Morpus – Lokichar (A1) Road<br>b. Resettlement Action Plan Report for Lesseru-Kitale (B14) Road<br>c. Resettlement Action Plan Report for Morpus – Lokichar (A1) Road<br>d. KeNHA ESS Policy<br>e. African Development Bank Group's Integrated Safeguards System 2023<br>f. Gender Analysis Report for the Lesseru-Kitale (B14) Road and Morpus – Lokichar (A1) Road |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | g. Project Appraisal Document |
| 3.3 (iv) | N/A |
| 4.1 | N/A |
| 6.2 | Maximum number of members in the Joint Venture (JV) shall be: *three (3)* |
| 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:<br>1st Inner Envelope with the Technical Proposal:<br>Power of Attorney to sign the Proposal<br>TECH-1: Technical Proposal Submission Form<br>TECH-2: Consultant's Organization and Experience<br>TECH-3: Comments and Suggestions<br>TECH-4: Description of Approach, Methodology and Workplan<br>TECH-5: Work Schedule and Planning for Deliverables<br>TECH-6: Team Composition, Assignment, and Key Experts' Input<br>TECH-7: Mandatory Documentary Evidence<br><br>AND<br><br>2nd Inner Envelope with the Financial Proposal:<br>(1) FIN-1: Financial Proposal Submission Form<br>(2) FIN-2: Summary of Costs<br>(3) FIN-3: Breakdown of Remuneration<br>(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. |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| 13.1 | Clarifications may be requested no later than ***14*** **days** prior to the submission deadline. The contact information for requesting clarifications is: ___<br><br>*Director (Development)*<br>*Kenya National Highways Authority*<br>*Barabara Plaza, Block A, North wing, 1st Floor*<br>*P.O. Box 49712-00100*<br>*NAIROBI*<br>Email; *(1) directordevelopment@kenha.co.ke*<br>*(2)* d.kirira*@kenha.co.ke (3). procurement@kenha.co.ke* |
| 14 (b) | Estimated input of Key Experts' time-input: **122 person-months**. |
| 14 (d) | Key Experts shall **NOT** appear in more than one proposal: |
| 16.1(b) | The Financial Proposal will include (but not limited to) the following reimbursable expenses:<br>(1) *a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;*<br><br>*(2) cost of travel by the most appropriate means of transport and the most direct practicable route;*<br><br>*(3) cost of office accommodation, including overheads and back-stop support;*<br><br>*(4) communications costs;*<br><br>*(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;*<br><br>*(6) cost of reports production (including printing) and delivering to the Procuring Entity;*<br><br>*(7) other allowances where applicable and provisional or fixed sums (if any)]* |
| 16.2 | **A price adjustment provision applies to remuneration rates:**<br>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:<br>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. |

<table>
<tr><th>Reference to ITC Clause</th><th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th></tr>
<tr><td></td><td>The Financial Proposal should state local costs in Kenya Shillings: Yes</td></tr>
<tr><td colspan="2">C. Submission, Opening and Evaluation</td></tr>
<tr><td>17.1</td><td>The Consultants "shall not have the option of submitting their Proposals electronically.</td></tr>
<tr><td>17.5</td><td>The Consultant must submit:<br>(a) Technical Proposal: one (1) original, 1 copy and a digital (USB) copy<br>(b) Financial Proposal: one (1) original.</td></tr>
<tr><td>18.5</td><td>The Proposals must be submitted no later than:<br>Date: 10th December, 2026<br>Time: 11.00 hrs. Local Time<br>The Proposal submission address is:<br>Deputy Director – Supply Chain Management, Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi<br>Barabara Plaza, Jomo Kenyatta International Airport,<br>Mazao Road, Off Airport South Road, Block C 2nd Floor</td></tr>
<tr><td>20.1</td><td>An online option of the opening of the Technical Proposals is offered: No<br>The opening shall take place at: [Barabara Plaza, Jomo Kenyatta International Airport,<br>Mazao Road, Off Airport North Road, Block C, 2nd Floor, Boardroom]<br>Kenya National Highways Authority,<br>P. O. Box 49712-00100, Nairobi<br>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 aloud 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:<br><u>Points</u>
<table>
<tr><th>No.</th><th>Main Criterion</th><th>Maximum Points</th></tr>
<tr><td>1</td><td>Specific Experience of the Consultant/Firm</td><td>10</td></tr>
<tr><td>2</td><td>Adequacy and quality of the proposed methodology, and approach in responding to the Terms of Reference (TORs)</td><td>30</td></tr>
<tr><td>3</td><td>Adequacy and quality of the and Work Plan</td><td>10</td></tr>
<tr><td>4</td><td>Gender/GBV/SEA/SH Technical Approach and Safeguards Systems</td><td>10</td></tr>
</table></td></tr>
</table>

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|

| | | |
|---|---|---|
| **5** | Key Experts Competency and Qualifications | **30** |
| **6** | Knowledge Transfer, Capacity Building and Sustainability | **5** |
| **7** | Quality Assurance, Risk Management and Innovation | **5** |
| **Total** | | **100** |

*[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]*

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

*[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant]*

| No. | Expert | Maximum Points |
|---|---|---|
| 1 | Team Leader/Senior Gender & GBV Specialist | **6.0** |
| 2 | Senior GBV/SEAH Specialist | **4.0** |
| 3 | Gender Mainstreaming Specialist | **3.0** |
| 4 | Child Protection/ECM Specialist | **3.0** |
| 5 | FGM/Harmful Practices Specialist | **2.5** |
| 6 | Community Engagement/Stakeholder Specialist | **2.0** |
| 7 | SBCC Specialist | **2.0** |
| 8 | M&E Specialist | **2.0** |
| 9 | Psychosocial/Referral Specialist | **2.0** |
| 10 | Labour/Workplace Safeguards Specialist | **1.5** |
| 11 | Field and Technical Specialists ***(****Community Mobilisation Officers, GBV Field Officers, Gender Officers, Child Protection Officers and Data/M&E Officers)* | **2.0** |
| **Total** | | **30.0** |

**Total points for criterion (iii):** *30* ***pts***

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications (general education, training, and experience): *20%*
2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)*:* *70%*
3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): *10%*

**Total weight: 100%**

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | **Total points for the seven (7) main criteria*:*** **100**<br><br>**The minimum technical score (St) required to pass is*:*** ***75%*** |
| 23.4 | **Public Opening of Financial Proposals**<br>**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<br>**The official source of the selling (exchange) rate is**: Central Bank of Kenya<br><br>The date of the exchange rate is: The date of proposal opening as indicated under ITC 18.5 |
| 29.1 (QCBS only) | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**<br><br>**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**<br>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.<br><br>**The weights given to the Technical (T) and Financial (P) Proposals are:**<br>**T** = 0.8, and<br>**P** = 0.2<br><br>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**<br>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:<br>Date: To be determined<br><br>Address:<br>**Deputy Director – Supply Chain Management, Kenya National** |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | **Highways Authority, P. O. Box 49712-00100, Nairobi**<br>**Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport South Road, Block C 2nd Floor** |
| 35.2 | Expected date for the commencement of the Services:<br><br>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:<br>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:<br><br>For the attention:<br><br>For the attention: Eng. Luka Kimeli<br>Title/position: *Director General*<br>Entity: *Kenya National Highways Authority*<br>Email address*:* dg@kenha.co.ke<br><br>In summary, a Procurement-related Complaint may challenge any of the following:<br><br>(i) the terms of the Tender Documents; and<br><br>(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.

h) 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.

i) 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 _____*[Nam e 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 processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetenderorthecontractor, andincludescollusivepracticesamongsttendererspriortooraftertendersubmissio

ndesignedtoestablish 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. Have at least 8 years of experience in the field of prevention, mitigation and management of social risks related to gender inequality and GBV such as SEA and SH, FGM and Early and Child Marriages.

2. Have worked for at least 7 years in Infrastructure projects and have local knowledge of the region as well as an understanding of the cultural, economic and social dynamics of the community.

   ***Note:*** *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.***

1. Core business of the Consultant and Successful completion projects in all of the components of the project scope (*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:<br>Email: | Approx. value of the services provided by your firm under the contract: |
| Start date (month/year):<br>Completion date: | Nº of professional staff-months provided by associated Consultants: |

| | |
|---|---|
| Role on Assignment:<br>*(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<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>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 | | | | | | | | | | | | | | |
| 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…<br><br>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: SELF-DECLARATIONFORMS**

**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……

**FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}**

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year)* of Tender Submission]

Tender No.:.....*[insert number of tendering process]*

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

……..……

…. Capacity / title (director or partner or sole proprietor, etc.)

…….……. Name:

……

…….

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]* Dated on ……. day of ……..……. *[Insert date of signing]*

Seal or stamp

## 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 are | | | |
| | {*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:<br>{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 reports} | | | | | | | |
| | {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 THE MANAGEMENT OF SOCIAL RISKS ASSOCIATED WITH CIVIL WORKS AND COMMUNITY OUTREACH ACTIVITIES: GENDER RELATED ISSUES – GENDER BASED VIOLENCE (GBV), FEMALE GENITAL MUTILATION (FGM) AND EARLY AND CHILD MARRIAGES; SEXUAL EXPLOITATION AND ABUSE (SEA) AND SEXUAL HARASSMENT (SH)

# ABBREVIATIONS AND ACRONYMS

| Abbreviation | Meaning |
|---|---|
| **AfDB / ADF** | African Development Bank / African Development Fund |
| **CAPA** | Corrective and Preventive Action |
| **C-ESMP** | Contractor's Environmental and Social Management Plan |
| **CoC** | Code of Conduct |
| **CSC** | Construction Supervision Consultant |
| **ECM** | Early and Child Marriage (including forced marriage) |
| **ESIA / ESMP** | Environmental and Social Impact Assessment / Environmental and Social Management Plan |
| **ESMS** | Environmental and Social Management System |
| **FGM** | Female Genital Mutilation |
| **GBV** | Gender-Based Violence |
| **GBVRC** | Gender-Based Violence Recovery Centre |
| **GIS** | Geographic Information System |
| **GRM** | Grievance Redress Mechanism |
| **IEC** | Information, Education and Communication |
| **ISS** | AfDB Integrated Safeguards System |
| **KAP** | Knowledge, Attitudes and Practices |
| **KeNHA** | Kenya National Highways Authority |
| **KPI** | Key Performance Indicator |
| **LMP** | Labour Management Procedures |
| **NACOSTI** | National Commission for Science, Technology and Innovation |
| **ODPC** | Office of the Data Protection Commissioner |
| **PIU** | Project Implementation Unit |
| **PM** | Person-Month |
| **PSEA** | Protection from Sexual Exploitation and Abuse |
| **PSS** | Psychosocial Support |
| **RAP** | Resettlement Action Plan |
| **SBCC** | Social and Behaviour Change Communication |
| **SEA / SH / SEAH** | Sexual Exploitation and Abuse / Sexual Harassment / SEA and SH combined |
| **SEP** | Stakeholder Engagement Plan |
| **SOP** | Standard Operating Procedure |

# 1. BACKGROUND

## 1.1 The Project

The Government of the Republic of Kenya, through the Kenya National Highways Authority (KeNHA), 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.

The project forms part of the Lesseru–Nadapal–Kapoeta–Juba corridor, which is strategically important for transport connectivity between Kenya and South Sudan, regional trade and integration, lower transport costs and travel times, improved road safety and socio-economic development in the project area of influence. Phase I comprises the following road sections:

**Table 1: Phase I road sections**

| Lot | Road section | Indicative counties traversed* | Approx. length |
|---|---|---|---|
| Lot 1 | Lesseru–Kitale (B14) | Uasin Gishu, 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** | | | **≈ 184 km** |

** To be confirmed by the Consultant during inception against the approved ESIA and Annex 1 corridor maps, including sub-counties, wards and settlements within the direct and indirect area of influence, material sites, quarries, borrow pits, camps and access roads.*

## 1.2 Social Context of the Project Area

The corridor crosses two markedly different social settings, and this ToR expects the Consultant's approach to be differentiated accordingly:

- **Lot 1 (Lesseru–Kitale)** runs through densely settled, largely agricultural and peri-urban areas of Uasin Gishu and Trans Nzoia, with busy trading centres and truck stops along the B14 and established health, police and county GBV services, including GBV recovery centres in the main referral hospitals.

- **Lots 2 and 3 (Morpus–Kainuk–Lokichar)** traverse the arid and semi-arid, predominantly pastoralist areas of West Pokot and Turkana, including the Marich Pass and Kerio Valley escarpment. These areas face long distances to services, limited police and health coverage, mobile populations, recurrent drought, intermittent insecurity linked to cattle rustling and inter-communal conflict, high levels of child marriage, and – particularly among Pokot communities – high prevalence of FGM, including cross-border practice. Kiswahili literacy is limited in many communities and engagement will require Pokot and Turkana language capacity.

These differences affect the type and level of risk, the availability of referral services, safe engagement methods and the security of field teams. The Consultant shall treat each lot as a distinct risk and service environment.

### 1.3 Gender-Related Social Risks

While the project is expected to generate significant economic and social benefits, construction activities may create or exacerbate gender-related social risks, particularly where there is labour influx, worker accommodation, population mobility, increased disposable income, interaction between workers and communities, temporary employment, construction camps, commercial activity, truck traffic and increased movement of people and goods. Opening up previously isolated areas in West Pokot and Turkana may also change local economies and power relations rapidly.

Potential risks include: gender inequality and unequal access to project benefits and employment; GBV, including intimate partner and domestic violence; sexual exploitation, sexual abuse and sexual harassment; exploitation of women and girls, including transactional and commercial sex; FGM; early, child and forced marriage; child sexual exploitation and abuse; child labour; teenage pregnancy and school dropout; trafficking; workplace discrimination; abuse of power; retaliation against complainants or survivors; barriers to accessing services; and weaknesses in existing reporting and referral systems.

### 1.4 Rationale for the Assignment

KeNHA requires a dedicated, technically competent consultant to establish and operate, for the duration of civil works, a project-wide system for preventing, mitigating and responding to gender-related social risks, and to leave behind institutional capacity in KeNHA, contractors, county structures and communities to sustain it.

The Consultant shall work within the project's Environmental and Social Management System (ESMS) and ensure consistency with Kenya's legal and regulatory framework, the applicable AfDB safeguards requirements, the project ESIA/ESMP, Labour Management Procedures (LMP), Stakeholder Engagement Plan (SEP), resettlement instruments, the project GRM, contractor C-ESMPs and other approved safeguards instruments (Section 3).

## 2. OBJECTIVES OF THE ASSIGNMENT

### 2.1 Overall Objective

To prevent, mitigate and manage project-associated social risks related to gender inequality and GBV – including SEA, SH, FGM and early/child marriage – and to strengthen survivor-centred response, behaviour change and accountability systems among project workers and affected communities across all three lots.

### 2.2 Specific Objectives

The Consultant shall:

- (i) Establish, and update periodically, baseline information on gender-related social risks, including GBV, SEA/SH, FGM, ECM and other harmful practices, in the project area of influence.

- (ii) Identify, assess, rate and monitor gender-related risks associated with civil works, labour influx, worker–community interactions, population mobility and project-related economic activity.
- (iii) Develop, implement and update a Project Gender, GBV/SEAH, FGM and ECM Risk Management Plan aligned with the ESIA/ESMP, LMP, SEP, GRM and other safeguards instruments.
- (iv) Strengthen the capacity of KeNHA, contractors, the CSC, county structures and other stakeholders to prevent and manage GBV, SEA/SH, FGM and ECM risks.
- (v) Establish and operationalise confidential, accessible and survivor-centred reporting, referral and response mechanisms, tested and verified in each lot.
- (vi) Design and implement targeted SBCC and community engagement interventions addressing harmful gender norms and practices.
- (vii) Strengthen workplace systems for preventing and responding to sexual harassment, discrimination, exploitation and abuse, including in worker accommodation.
- (viii) Establish a GBV/SEAH-sensitive confidential complaints pathway linked to, but separate from, the ordinary project GRM.
- (ix) Strengthen coordination between the project and health, psychosocial, legal, child protection, police and other service providers.
- (x) Establish a results-based monitoring, reporting and learning system, including verification of contractor and CSC compliance.
- (xi) Support timely and appropriate handling of GBV, SEA/SH, FGM and ECM incidents in line with Kenyan law, AfDB requirements and survivor-centred principles.
- (xii) Institutionalise prevention and response arrangements in KeNHA, county and community structures so that they continue after the consultancy.
-

## 3. LEGAL, POLICY AND SAFEGUARDS FRAMEWORK

The Consultant shall confirm during inception the full list of applicable requirements and identify any gaps or inconsistencies between them. As a minimum, the following apply.

### 3.1 Kenyan Legal and Policy Framework

- Constitution of Kenya, 2010 (in particular the Bill of Rights, Articles 27, 28, 29, 43 and 53);
- Sexual Offences Act, 2006; Protection Against Domestic Violence Act, 2015; Victim Protection Act, 2014;
- Prohibition of Female Genital Mutilation Act, 2011;
- Children Act, 2022 (including duty-to-report and child protection provisions); Marriage Act, 2014 (minimum age of marriage of 18 years);
- Employment Act, 2007 (including Section 6 on sexual harassment policies); Occupational Safety and Health Act, 2007; Labour Relations Act, 2007;
- Counter-Trafficking in Persons Act, 2010;
- Data Protection Act, 2019 and its Regulations (including obligations on sensitive personal data, registration and data protection impact assessment);
- Persons with Disabilities legislation; National Gender and Equality Commission Act, 2011;
- Science, Technology and Innovation Act, 2013 (research licensing by NACOSTI);

- National Policy for Prevention and Response to GBV; National Policy on the Eradication of FGM; national guidelines on management of sexual violence and post-rape care; county GBV and child protection policies and coordination structures.

### 3.2 AfDB Requirements

- AfDB Integrated Safeguards System (ISS), including the Operational Safeguards and procedures applicable to the project under its financing agreement;
- AfDB requirements on environmental and social incident notification, reporting and grievance management;
- AfDB gender strategy and policies, and the Bank's commitments on prevention of sexual exploitation, abuse and harassment;
- The financing and loan/grant agreements, project appraisal documents and any safeguards covenants.

### 3.3 Project Safeguards Instruments

- ESIA and ESMP (including any ESIA addenda for material sites and camps); project ESMS;
- Labour Management Procedures/Plan; Stakeholder Engagement Plan; Grievance Redress Mechanism;
- Resettlement and livelihood restoration instruments, where applicable;
- Contractor C-ESMPs and contractor GBV/SEAH Action Plans; workers' and contractors' Codes of Conduct;
- CSC safeguards obligations; occupational health and safety requirements; traffic and community health and safety provisions;
- Contractual conditions of the works and supervision contracts relating to GBV/SEAH.

### 3.4 International Good Practice

The Consultant shall draw, as relevant, on recognised good-practice frameworks for GBV risk management in infrastructure, SEA/SH prevention and response, survivor-centred approaches, child safeguarding, harmful-practice prevention, stakeholder engagement, labour and working conditions, worker accommodation, and ethical and safe research on violence against women and children.

### 3.5 Hierarchy of Application

Where requirements overlap, the Consultant shall apply the hierarchy established by the financing agreement, applicable law, project safeguards instruments and contract documents, as determined by KeNHA and AfDB. The Consultant shall notify KeNHA in writing of any material inconsistency before implementing the affected requirement. Where Kenyan law and AfDB requirements differ, the more stringent shall apply unless otherwise directed in writing by KeNHA after consultation with AfDB.

## 4. GUIDING PRINCIPLES

The assignment shall be implemented in accordance with the following principles, which apply to every component, deliverable and team member:

| Principle | What it requires in practice |
|---|---|
| **Survivor-centred approach** | The survivor's rights, wishes, safety and dignity guide every action; informed choice and autonomy are respected. |
| **Do no harm** | Activities are designed so that they do not expose survivors, complainants, participants or communities to further harm, stigma or retaliation. |
| **Safety** | Physical and emotional safety of survivors, witnesses, participants and staff is assessed before and during all activities. |
| **Confidentiality and data minimisation** | Only the minimum necessary information is collected and shared, strictly on a need-to-know basis. |
| **Informed consent** | Free, informed and documented consent (and child assent with guardian consent) is obtained, except where the law requires mandatory reporting. |
| **Non-discrimination and accessibility** | Services and channels are accessible to women, girls, persons with disabilities, minorities, non-literate people and speakers of local languages. |
| **Child safeguarding and best interests of the child** | The best interests of the child are the primary consideration in all matters involving children. |
| **Zero tolerance for SEA and retaliation** | SEA, sexual activity with children and retaliation are treated as gross misconduct. |
| **Gender responsiveness and cultural sensitivity** | Interventions respond to the different needs of women, men, girls and boys and work respectfully with culture while upholding rights and the law. |
| **Community participation and ownership** | Communities, especially women and youth, help shape, deliver and monitor interventions. |
| **Accountability** | Roles, responsibilities and sanctions are clear; performance is verified with evidence. |
| **Evidence-based, adaptive programming** | Interventions are based on data and adapted as risks change; prevention comes before response. |
| **Human-rights-based approach** | All activities uphold the rights guaranteed under the Constitution and international human rights instruments ratified by Kenya. |

## 5. SCOPE, DURATION AND MANDATE

### 5.1 Geographic Scope

The assignment covers the full project area of influence of Lots 1–3, including the road right-of-way, construction camps and workers' accommodation, material sites, quarries and borrow pits, haul and access routes, trading centres, truck stops and settlements within the direct area of influence, and such parts of the indirect area of influence as are affected by labour influx and project-induced migration. The Consultant shall define and map the area of influence for this assignment during inception.

### 5.2 Duration and Phasing

The assignment shall run for **forty-two (42) months** from the date of commencement, aligned with the civil works programme. Should the works contracts be extended, KeNHA may extend the assignment by contract amendment. The assignment is organised in four phases:

**Table 2: Phasing of the assignment**

| Phase | Months | Focus |
|---|---|---|
| **Phase 1: Inception and mobilisation** | M1 | Document review, consultations, methodology, work plan, tools, ethics approvals, establishment of field bases. |
| **Phase 2: Assessment and systems design** | M2–M4 | Baseline, risk assessment and mapping, service mapping, risk management plan, protocols, Code of Conduct package, compliance framework, M&E and data systems. |
| **Phase 3: Implementation and performance monitoring** | M5–M36 | Training, SBCC, operation of reporting and referral systems, compliance audits, risk updates, mid-term review (M21), quarterly and annual reporting. |
| **Phase 4: Consolidation, exit and close-out** | M37–M42 | Endline assessment, lessons learned, institutionalisation, handover of tools and databases, final report. |

### 5.3 Mandate and Limits of the Consultant

The Consultant is a technical prevention, response-coordination and assurance service provider to KeNHA. It does **not** replace the contractors' contractual obligations, the CSC's supervisory role, statutory service providers, or law enforcement. In particular:

- The Consultant shall **not** investigate allegations beyond its authorised mandate, determine guilt, or impose sanctions. Verification of allegations against project-associated personnel shall be undertaken through a KeNHA-established **GBV/SEAH Accountability Committee** (or equivalent), whose terms of reference the Consultant shall draft for KeNHA approval, with disciplinary action taken by the employer of the personnel concerned.
- The Consultant shall provide psychological first aid, information and facilitated referral; clinical, psychosocial, legal and shelter services shall be delivered by qualified service providers.
- Criminal matters shall be handled by the National Police Service and the courts. The Consultant shall support survivors to access these services where they choose to, and shall comply with mandatory reporting obligations for children.
-

### 5.4 Roles and Responsibilities

**Table 3: Responsibility matrix (R = Responsible; A = Approves/Accountable; C = Consulted/Supports; I = Informed)**

| Activity | KeNHA | Contractor | CSC | Consultant |
|---|---|---|---|---|
| **Project Gender/GBV/SEAH Risk Management Plan** | A | C | C | R |
| **Contractor GBV/SEAH Action Plan (within C-ESMP)** | I | R | A | C |

| Activity | KeNHA | Contractor | CSC | Consultant |
|---|---|---|---|---|
| **Code of Conduct signing, induction and worker training** | A | R | C | C (verifies) |
| **Operation of the confidential GBV/SEAH complaints channel** | A | C | I | R |
| **Survivor-centred referral to services** | I | C | I | R |
| **Verification of allegations (Accountability Committee)** | A/R | C | C | C (advisory) |
| **Disciplinary action against personnel** | I | R | R (own staff) | I |
| **Compliance audits and contractor scorecards** | A | I | C | R |
| **Corrective and Preventive Actions (CAPA)** | A | R | C (verifies) | C (tracks) |
| **Incident notification to AfDB** | R/A | C | C | C |
| **Community SBCC and engagement** | A | C | I | R |
| **Quarterly and annual performance reporting** | A | C | C | R |

## 6. SCOPE OF SERVICES

The services are organised in twenty components. The Consultant's technical proposal shall describe its approach to each component, differentiated by lot where relevant.

### 6.1 Component 1: Inception and Mobilisation

The Consultant shall:

- Review all relevant project documents: ESIA/ESMP, RAP and livelihood restoration instruments, LMP, SEP, GRM arrangements, C-ESMPs, contractor GBV/SEAH Action Plans, existing Codes of Conduct, existing gender and GBV risk assessments, works and supervision contract clauses on GBV/SEAH, and contractor mobilisation and labour plans;
- Hold consultations with KeNHA, the PIU, the CSC, contractors, the County Governments of Uasin Gishu, Trans Nzoia, West Pokot and Turkana, county gender, children's and health departments, police gender desks, and key service providers;
- Carry out a rapid gap analysis of existing GBV/SEAH provisions in the safeguards instruments and contracts, and recommend changes;
- Establish field bases (indicatively in Kitale for Lot 1 and in the Kainuk–Lokichar section for Lots 2–3) and a security management plan for field teams;
- Obtain the approvals required for the baseline, including ethics review by an accredited ethics committee and a NACOSTI research licence, and register as a data controller/processor with the ODPC where required;
- Prepare the inception methodology, detailed work plan, Gantt chart, staffing and mobilisation schedule, monitoring tools, communication and reporting protocols, and an interim referral list so that disclosures during fieldwork can be handled safely from the start;

- Confirm the KPI baselines, risk-scoring methodology and reporting templates.

***Deliverable(s):*** *D1 – Inception Report and Detailed Work Plan (Month 1).*

### 6.2 Component 2: Baseline Gender and Social Risk Assessment

The Consultant shall conduct a comprehensive, lot-disaggregated baseline covering the project area of influence. It shall examine:

- **Gender dimensions:** gender roles; decision-making structures; women's participation in economic activities; women's access to employment, project benefits, compensation and services; gender-based discrimination; women's participation in community decision-making; and the situation of persons with disabilities and other vulnerable groups.
- **GBV:** physical, sexual, emotional/psychological and economic violence; intimate partner and domestic violence; sexual exploitation, abuse and harassment; and violence against women and girls – focusing on norms, perceptions, risk factors and service use rather than individual disclosure.
- **Harmful practices:** FGM; early, child and forced marriage; teenage pregnancy; school dropout; child labour; harmful gender norms; and other practices affecting women and girls, including cross-border dynamics.
- **Project-induced risks:** labour influx; worker accommodation and camps; labour recruitment and employment opportunities; truck movements and roadside trading; increased commercial activity and cash flow; worker–community interaction; project-induced migration; access to previously isolated communities; displacement or loss of livelihoods; insecurity; and project-related power imbalances.
- **Service and system capacity:** availability, quality, accessibility and capacity of health, psychosocial, legal, police, child protection and shelter services, and of existing GRM and community structures.
- **Minimum methodological requirements**
  - Mixed methods: desk review and secondary data (national surveys, county data, health information systems); a household KAP survey with a sample that is statistically representative at lot level (the Consultant shall propose and justify the sample size); a worker survey; sex- and age-disaggregated focus group discussions; key informant interviews; participatory safety audits of camps, trading centres and truck stops; and service provider assessments;
  - The KAP survey shall form the baseline for outcome indicators and be repeated at mid-term (M21) and endline (M39) using comparable methods;
  - Data collection shall follow international ethical and safety standards for research on violence against women and children: trained same-sex enumerators where appropriate, private interview settings, referral information for every participant, and no questions on personal experience of violence unless ethically justified and approved;
  - Children shall be engaged only with guardian consent and child assent, using child-sensitive methods and trained staff.

***Deliverable(s):*** *D2 – Baseline Gender and GBV/SEAH Risk Assessment Report, including KAP baseline (Month 3).*

### 6.3 Component 3: GBV/SEAH Risk Assessment, Rating and Risk Register

The Consultant shall establish a risk rating system using a 5 × 5 likelihood-by-severity matrix (Annex 12) and apply it to each lot and to specific high-risk locations. As a minimum, the following risk factors shall be rated: labour influx; worker accommodation; worker–community interaction; transactional and commercial sex/exploitation; SEA linked to employment or project benefits; child protection; FGM; ECM; workplace SH; economic dependency; population mobility; insecurity; and access to referral services.

The Consultant shall maintain a Gender and GBV/SEAH Risk Register (Annex 12) recording for each risk: location, affected group, likelihood, severity, rating, existing controls, additional measures, responsible party, deadline and status. The risk assessment and register shall be updated **at least quarterly** and whenever there is a material change in project activities (e.g. a new camp, a new material site, peak labour mobilisation, demobilisation, or a serious incident).

***Deliverable(s):*** *Initial risk register within D5; updated register in each Quarterly Progress Report (D18); annual risk assessment within each Annual Performance Report (D19).*

### 6.4 Component 4: Gender and GBV/SEAH Risk Mapping

The Consultant shall develop a GIS-based risk map for all three lots, at a scale suitable for planning, identifying: high-risk communities and locations; vulnerable groups; worker camps and accommodation; material sites; schools; health facilities; markets and trading centres; truck stops and transport centres; high-mobility locations; areas with elevated FGM/ECM risk; GBV and child protection service providers; police stations and gender desks; and referral facilities.

The map shall be updated quarterly and handed over to KeNHA in an open, editable GIS format with metadata. Locations of shelters and other sensitive facilities shall be shown only in restricted versions of the map.

***Deliverable(s):*** *D3 – Gender/GBV/SEAH Risk Map (Month 3), with quarterly updates.*

### 6.5 Component 5: Service Provider Mapping and Referral System

The Consultant shall map, visit and verify, in each lot: health facilities offering post-rape care; GBV recovery centres; psychosocial service providers; legal aid providers; children's services and child protection actors; police stations and gender desks; safe shelters and rescue centres (including those supporting girls escaping FGM or child marriage); women's and community organisations; and FGM prevention organisations.

Verification shall confirm operating hours, services actually available (including post-exposure prophylaxis and emergency contraception within the required time windows), cost, language, accessibility for persons with disabilities, and willingness to accept referrals. The Consultant

shall establish written referral arrangements (e.g. memoranda of understanding or letters of agreement) with priority providers, and shall test each lot's referral pathway through a desk-based or simulated case exercise before it is declared operational.

The Consultant shall maintain a **Project GBV/SEAH Referral Directory** per lot (template in Annex 8), verified at least quarterly. Where essential services are absent or inaccessible (a likely situation in parts of Lots 2–3), the Consultant shall propose practical measures for KeNHA's approval, such as facilitated transport, mobile outreach, or support to county services.

***Deliverable(s):*** *D4 – Service Provider and Referral Mapping Report and Referral Directory (Month 3), with quarterly updates.*

### 6.6 Component 6: Project Gender, GBV/SEAH, FGM and ECM Risk Management Plan

The Consultant shall prepare, and update at least annually, a project-wide plan containing: the risk assessment; prevention, mitigation and response measures; survivor-centred procedures; referral pathways; child safeguarding; workplace and community measures; requirements for contractors and the CSC; KeNHA responsibilities; the accountability and response framework; monitoring indicators; reporting arrangements; training; budget; implementation schedule; and corrective action procedures. The plan shall be lot-specific where risks differ, and shall specify the changes required to the ESMP, LMP, SEP, GRM and C-ESMPs to integrate its measures.

***Deliverable(s):*** *D5 – Gender, GBV/SEAH, FGM and ECM Risk Management Plan, including the initial Risk Register (Month 4).*

### 6.7 Component 7: Worker Code of Conduct and Workplace Systems

The Consultant shall develop, or strengthen, a project Code of Conduct that meets the minimum requirements in Annex 7 and covers: GBV; SEA; SH; FGM; ECM/child marriage; sexual activity with children (under 18 years, regardless of local age of consent or claimed age); exploitation and abuse; transactional sex; discrimination; intimidation; retaliation; inappropriate relationships; misuse of project position or resources; confidentiality; and sanctions.

The Code shall apply to all contractor and subcontractor personnel, labour brokers, supervision consultants, KeNHA project staff, security personnel, drivers, temporary and casual workers, consultants (including the Consultant's own team) and other project-associated personnel.

The Consultant shall prepare a **Code of Conduct Package** consisting of: (a) the Code, translated into Kiswahili and the main local languages; (b) an individual acknowledgement form; (c) an induction session plan and pictorial version for non-literate workers; (d) a disciplinary and sanctions schedule aligned with the Employment Act; and (e) a compliance-monitoring checklist. The Consultant shall support signing, induction, training, dissemination, compliance monitoring and corrective action.

The Consultant shall also support contractors to strengthen workplace systems, including: sexual harassment policies required under the Employment Act; safe, transparent and non-exploitative recruitment (including prohibition of demands for sexual favours or payments for jobs); measures to increase women's employment; worker accommodation standards (lighting, separate sanitation, privacy, visitor control, security); and a confidential workplace complaints channel.

***Deliverable(s):*** *D7 – Worker Code of Conduct Package (Month 4).*

### 6.8 Component 8: SEA/SH Prevention and Survivor-Centred Response

The Consultant shall establish measures addressing:

- **Sexual exploitation**, including risks arising from abuse of power, economic vulnerability, access to employment, provision of project benefits, compensation and project-related services;
- **Sexual abuse**, including sexual acts involving coercion, threats, abuse of power, children and vulnerable persons;
- **Sexual harassment**, including unwanted sexual advances, comments, requests for sexual favours, inappropriate touching, sexual jokes or messages, workplace intimidation and hostile work environments.

The response system shall be based on safety, confidentiality, respect, dignity, informed choice, survivor autonomy, non-discrimination, do-no-harm, accessibility, timely referral and protection from retaliation. Survivors shall not be required to recount their experience repeatedly. When an incident is reported, the system shall prioritise, in this order and according to the survivor's choices: (i) immediate safety; (ii) medical assistance where required, within clinical time windows; (iii) psychosocial support; (iv) protection; (v) legal support where requested; (vi) child protection where applicable; (vii) confidential documentation; (viii) referral; and (ix) follow-up with the survivor where appropriate.

The Consultant shall prepare a **GBV/SEA/SH Reporting, Referral and Response Protocol**, incorporating the confidential referral pathway (Annex 8) and the incident reporting protocol (Annex 9).

> *Survivor support costs: KeNHA shall include in the contract a provisional sum for a Survivor Support Facility to meet reasonable costs of accessing services that are not otherwise available free of charge (e.g. emergency transport, accompaniment, temporary safe accommodation, medical fees). The Consultant shall administer it under an SOP approved by KeNHA, with anonymised reporting of expenditure.*

**Deliverable(s):** D8 – GBV/SEA/SH Reporting, Referral and Response Protocol (Month 4).

### 6.9 Component 9: GBV/SEAH-Sensitive Grievance Mechanism

The Consultant shall strengthen the project GRM so that GBV/SEA/SH complaints are managed safely. The system shall provide: confidential reporting; anonymous reporting where appropriate; multiple channels (e.g. trained female and male focal points in each lot, a toll-free

line or SMS number, community-based focal points, service-provider entry points, and a workplace channel); female-friendly options; child-sensitive channels; accessible channels for persons with disabilities and non-literate persons; referral; anti-retaliation measures; data protection; and restricted access to sensitive information.

> *GBV/SEA/SH complaints shall not be processed through ordinary grievance procedures or committees. The Consultant shall establish a GBV/SEA/SH-specific confidential pathway linked to the overall project GRM only for anonymised case tracking and closure.*

The Consultant shall train GRM committees and focal points to recognise and transfer GBV/SEAH disclosures safely, and shall verify GRM functionality quarterly (including through mystery-client or test calls where ethically appropriate).

***Deliverable(s):*** *D9 – GBV/SEAH-Sensitive GRM Protocol (Month 4).*

### 6.10 Component 10: FGM Prevention and Response

The Consultant shall develop and implement an FGM Prevention and Response Protocol, with particular focus on high-risk communities in West Pokot and adjoining areas, and in coordination with the county government, the national anti-FGM structures and child protection actors. Activities shall include: community sensitisation and dialogue; engagement of traditional and local leaders, elders, religious leaders and traditional circumcisers; youth engagement; alternative rites of passage where community-led; women's empowerment; school-based awareness; identification and referral of girls at risk, especially during cutting seasons and school holidays; survivor support; linkages to government services; and cross-border coordination where relevant.

Interventions shall be culturally sensitive, evidence-based and rights-based, and shall comply with the Prohibition of FGM Act, 2011. The Consultant shall avoid messaging that stigmatises affected communities or survivors.

***Deliverable(s):*** *D10 – FGM Prevention and Response Protocol (Month 4).*

### 6.11 Component 11: Early and Child Marriage Prevention and Response

The Consultant shall develop and implement an ECM Prevention and Response Protocol. Interventions shall include: community awareness; girls' empowerment and safe spaces; school retention and re-entry support (including for pregnant and parenting girls); engagement with parents, traditional and local leaders and religious leaders; youth programmes; identification of children at risk (including links between drought, bride wealth and child marriage); child protection referral; and coordination with children's services, chiefs and other government agencies. The Consultant shall pay attention to project-specific pathways such as marriages or relationships between workers and girls under 18.

***Deliverable(s):*** *D11 – ECM/Child Marriage Prevention and Response Protocol (Month 4).*

### 6.12 Component 12: Child Safeguarding

The Consultant shall ensure that all project interventions incorporate child safeguarding, including: prevention of sexual exploitation and abuse of children; prohibition of sexual relations between project personnel and children; prohibition of child labour on project sites and in supply chains; reporting of suspected abuse and mandatory reporting duties under the Children Act; referral procedures; child protection training; child-friendly reporting channels; confidentiality; prevention of retaliation; mandatory Code of Conduct requirements; safe recruitment and vetting for personnel working with children; and safeguarding procedures during community consultations and school activities. All project personnel who interact with children shall receive appropriate safeguarding training.

***Deliverable(s):*** *D12 – Child Safeguarding Protocol (Month 4).*

### 6.13 Component 13: Social and Behaviour Change Communication and Community Engagement

The Consultant shall develop and implement a single, integrated **Gender, SBCC and Community Engagement Strategy** following the cycle Assess → Segment → Design → Implement → Monitor → Learn → Adapt (Annex 11).

1. **Target audiences**

- **Project workforce:** contractors, subcontractors, drivers (including haulage and supplier drivers), security personnel, supervisors, engineers, labourers and camp management personnel;
- **Communities:** women; girls; men; boys; youth; community, traditional and religious leaders; teachers and school management; women's groups; transport operators (including boda-boda riders); roadside traders and hospitality businesses; persons with disabilities; and minority and marginalised groups.

2. **Content**

Gender equality; respectful relationships; GBV, SEA and SH prevention; FGM and ECM prevention; child protection; reporting mechanisms; survivor rights; available services; non-retaliation; harmful gender norms; and expected worker conduct. Core messages are set out in Annex 11

.

3. **Channels and methods**

Community dialogues and barazas; focus group discussions; women's, youth and men's forums; school engagement; traditional and religious leader forums; community health promoters and volunteers; community radio in local languages; posters, brochures and public notice boards; toolbox talks; and social media where appropriate. Materials shall be developed and pre-tested in Kiswahili, English, Pokot, Turkana and other languages identified at inception, with pictorial formats for non-literate audiences, and shall avoid stigmatising survivors or communities.

4. **Participation**

The strategy shall ensure meaningful participation of women, girls, youth, persons with disabilities, vulnerable households and minority and marginalised groups, including through women-only and girls-only sessions held at safe times and locations, and shall establish community feedback mechanisms at priority locations.

***Deliverable(s):*** *D6 – Gender, SBCC and Community Engagement Strategy (Month 4); D14 – Training and IEC Materials (initial set Month 5, updated as required).*

### 6.14 Component 14: Stakeholder Coordination

The Consultant shall coordinate with: KeNHA and the PIU; the State Department for Gender and Affirmative Action and the Directorate of Children's Services; the Ministry of Health; the Ministry of Labour and Social Protection; the National Police Service; the Anti-FGM Board; the County Governments of Uasin Gishu, Trans Nzoia, West Pokot and Turkana; county GBV and child protection coordination forums; health facilities and GBV service providers; women's and youth organisations; traditional, local and religious leaders; community-based organisations; contractors; and the CSC. The Consultant shall participate in, and where none exists support the establishment of, a lot-level GBV/SEAH coordination forum meeting at least quarterly.

### 6.15 Component 15: Contractor and CSC Compliance and Performance Management

The Consultant shall develop a **Contractor/CSC GBV/SEAH Compliance Framework** comprising: a compliance checklist (Annex 6); a 100-point Contractor GBV/SEAH Performance Scorecard (Annex 14); an audit methodology and schedule; and a CAPA register and escalation procedure. Compliance shall cover: approved and signed Codes of Conduct; worker induction; toolbox talks; GBV/SEA/SH training; functioning complaints channels; referral mechanisms; worker accommodation standards; workplace prevention measures; reporting; incident management; disciplinary procedures; and monitoring.

The Consultant shall undertake quarterly compliance audits of each active contractor and of the CSC, jointly with the CSC where practicable, and shall present scorecard results to KeNHA. The scorecard shall be incorporated into the project's E&S performance monitoring and, where the contracts permit, linked to contractual remedies. Critical safeguarding findings (Annex 14) shall be escalated immediately and not merely scored.

> *A contractor shall not receive a lower score because more GBV/SEA/SH complaints are reported. Scoring assesses accessibility of reporting, confidentiality, referral, prevention, compliance, quality of response and corrective action, so that the scorecard does not create an incentive to suppress reporting.*

***Deliverable(s):*** *D15 – Contractor/CSC GBV/SEAH Compliance Framework and Scorecard (Month 4); quarterly scorecards within D18.*

### 6.16 Component 16: Capacity Building

The Consultant shall develop and deliver a structured training and capacity-building programme for: KeNHA safeguards personnel and PIU staff; contractors and subcontractors; the CSC; GRM committees and focal points; county officers; community structures; and relevant service providers. The programme shall include the modules, frequency and coverage set out in Annex 10, with pre- and post-tests for every training, and a training-of-trainers track so that KeNHA, contractor and county personnel can deliver induction and refresher training independently by the end of the assignment.

***Deliverable(s):*** *D13 – Training and Capacity Building Plan (Month 4); D14 – Training and IEC Materials.*

### 6.17 Component 17: Monitoring, Evaluation and Learning

The Consultant shall establish a results-based monitoring framework linking inputs, activities, outputs, outcomes and impact (Annexes 2, 3 and 13). It shall include: indicator definitions and reference sheets; baseline values and approved targets; data sources and collection tools; data-quality assurance (accuracy, completeness, timeliness, consistency, traceability, confidentiality, verifiability); a dashboard for KeNHA; a mid-term review at Month 21; and an endline assessment at Month 39.

> *Incident numbers shall not be used in isolation as a measure of success or failure. Increased reporting may reflect greater trust and access to reporting mechanisms rather than increased incidence.*

***Deliverable(s):*** *D16 – M&E Framework and Data Management System (Month 4); D20 – Mid-Term Review Report (Month 21).*

### 6.18 Component 18: Data Management and Confidentiality

The Consultant shall establish a secure data management system compliant with the Data Protection Act, 2019. Sensitive information shall be: limited to the minimum necessary; anonymised or pseudonymised using confidential case codes; stored securely, encrypted at rest and in transit; access-controlled with role-based permissions and access logs; shared strictly on a need-to-know basis with documented consent; and retained and destroyed in accordance with an approved retention schedule. The Consultant shall prepare a data protection impact assessment and data-sharing protocols with service providers, and shall never circulate case information through WhatsApp or other informal channels.

Reports to KeNHA and AfDB shall use aggregated and anonymised information. Personally identifiable survivor information shall not be included in routine progress reports, monitoring databases or KPI reports, unless strictly required by law and managed through authorised systems.

### 6.19 Component 19: Incident Reporting and Escalation

The Consultant shall establish a protocol (Annex 9) defining: reportable incidents and their classification; notification timelines; escalation procedures; responsible persons; confidentiality requirements; documentation; corrective action; follow-up; and closure criteria. As a minimum, the Consultant shall notify KeNHA's designated focal person of any **Critical** incident within **24 hours** of becoming aware of it, using minimum necessary, non-identifying information, and shall support KeNHA to notify AfDB within the timeframe required by the financing agreement and to prepare any follow-up incident reports and root-cause analyses.

***Deliverable(s):*** *D21 – Incident Reports, as required.*

### 6.20 Component 20: Sustainability, Exit and Handover

From Month 1, the Consultant shall plan for handover. In the final phase it shall: institutionalise tools, SOPs and protocols within KeNHA's E&S management system; hand over databases, GIS layers, referral directories and training materials in usable formats; transfer coordination roles to county structures and community focal points; document lessons learned and good practices; and prepare an Exit and Sustainability Plan, including recommendations for the defects liability period and future KeNHA projects.

***Deliverable(s):*** *D22 – Endline Assessment and Lessons Learned Report (Month 39); D23 – Exit and Sustainability Plan and Handover Package (Month 40); D24 – Final Assignment Report (Month 42).*

## 7. DELIVERABLES, REPORTING AND ACCEPTANCE

### 7.1 Consolidated Deliverables

The following list supersedes any other deliverable numbering. Due dates are counted from commencement.

**Table 4: Deliverables, timing and acceptance criteria**

| No. | Deliverable | Due | Minimum content | Acceptance criteria |
|---|---|---|---|---|
| **D1** | Inception Report and Detailed Work Plan | M1 | Gap analysis, methodology, staffing and mobilisation, work plan, tools, stakeholder and security plans, interim referral list, ethics plan | Complete, practical, approved |
| **D2** | Baseline Gender and GBV/SEAH Risk Assessment Report (incl. KAP baseline) | M3 | Gender analysis, risk profile by lot, KAP baseline values, service capacity | Methodologically sound, evidence-based, ethically conducted |
| **D3** | Gender/GBV/SEAH Risk Map (GIS) | M3; quarterly updates | Spatial risk profile, facilities, services, hotspots | Covers all lots; editable GIS files |

| No. | Deliverable | Due | Minimum content | Acceptance criteria |
|---|---|---|---|---|
| **D4** | Service Provider and Referral Mapping Report and Referral Directory | M3; quarterly updates | Verified health, PSS, legal, police, child protection and shelter services per lot | Verified and operational |
| **D5** | Gender, GBV/SEAH, FGM and ECM Risk Management Plan (incl. initial Risk Register) | M4; annual update | Controls, responsibilities, resources, indicators, budget, schedule, required changes to E&S instruments | Integrated with safeguards instruments |
| **D6** | Gender, SBCC and Community Engagement Strategy | M4 | Audiences, messages, channels, activities, languages, indicators | Culturally appropriate and measurable |
| **D7** | Worker Code of Conduct Package | M4 | Code, acknowledgement form, translations, induction plan, sanctions schedule, checklist | Contractually usable |
| **D8** | GBV/SEA/SH Reporting, Referral and Response Protocol | M4 | Confidential survivor-centred pathway, incident protocol, Survivor Support Facility SOP | Tested in each lot and operational |
| **D9** | GBV/SEAH-Sensitive GRM Protocol | M4 | Channels, confidentiality, escalation, link to GRM, Accountability Committee ToR | Operational and survivor-centred |
| **D10** | FGM Prevention and Response Protocol | M4 | Prevention, identification, referral, safeguarding | Context-appropriate; compliant with law |
| **D11** | ECM/Child Marriage Prevention and Response Protocol | M4 | Prevention, child protection, referral | Child-sensitive |
| **D12** | Child Safeguarding Protocol | M4 | Prevention, reporting, response, vetting | Meets project and legal requirements |
| **D13** | Training and Capacity Building Plan | M4 | Target groups, modules, schedule, ToT, assessment | Approved |
| **D14** | Training and IEC Materials | M5; updated as needed | Curricula, facilitator guides, pre/post-tests, pre-tested IEC in local languages | Pre-tested and approved |
| **D15** | Contractor/CSC GBV/SEAH Compliance Framework and Scorecard | M4 | Checklist, scorecard, audit method, CAPA procedure | Contract-ready |
| **D16** | M&E Framework and Data Management System | M4 | Indicators, targets, tools, dashboard, data protection SOPs and DPIA | Operational and compliant |
| **D17** | Monthly Implementation Updates | Monthly (by 10th) | Activities, key risks, critical issues, next month's plan (max. 5 pages) | Timely and accurate |

| No. | Deliverable | Due | Minimum content | Acceptance criteria |
|---|---|---|---|---|
| **D18** | Quarterly Progress Reports | Quarterly (within 15 days) | KPIs, updated risk register, map, directory, scorecards, CAPA, anonymised incident data (Annex 13) | Complete and evidence-based |
| **D19** | Annual Gender and GBV/SEAH Performance Report | M13, M25, M37 | Annual risk assessment, trends, outcomes, lessons, updated plan | Accepted by KeNHA |
| **D20** | Mid-Term Review Report (incl. midline KAP) | M21 | Progress against results, midline KAP, recommended adjustments | Accepted by KeNHA |
| **D21** | Incident Reports | As required | Per Annex 9 | Timely; no identifying data |
| **D22** | Endline Assessment and Lessons Learned Report | M39 | Endline KAP, results achieved, good practices, institutional learning | Practical recommendations |
| **D23** | Exit and Sustainability Plan and Handover Package | M40 | Institutional arrangements, handover of tools, data and materials | Implementable |
| **D24** | Final Assignment Report | M42 | Full results, KPI assessment, sustainability status | Accepted by KeNHA |

### 7.2 Format, Language and Submission

- All deliverables shall be in English, submitted electronically in editable (MS Word/Excel, GIS) and PDF formats, with three (3) hard copies of D1, D2, D5, D19, D22 and D24 unless otherwise agreed.
- Community-facing materials shall be produced in Kiswahili and relevant local languages.
- Each report shall include an executive summary of no more than three pages.
- No deliverable shall contain information that could identify a survivor, complainant or witness.
-

Reports shall be submitted to:

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

*Reports to AfDB shall be transmitted through KeNHA unless KeNHA directs otherwise.*

### 7.3 Review and Acceptance Procedure

- KeNHA shall review each deliverable and issue consolidated comments, normally within 15 working days. Where AfDB no-objection is required, the review period shall be extended accordingly.
- The Consultant shall address material comments within 10 working days, unless otherwise agreed, and provide a comments-response matrix.
- Acceptance requires substantive completeness, technical quality, consistency with the approved methodology, evidence of field implementation, accurate KPI reporting, compliance with confidentiality requirements and satisfactory incorporation of comments.
- Submission of a deliverable does not constitute acceptance.

## 8. PAYMENT SCHEDULE

Payments shall be made according to the following schedule, on acceptance of the listed deliverables and evidence of performance.

**Table 8: Payment schedule**

| No. | Milestone | Timing | Deliverables / evidence | % |
|---|---|---|---|---|
| 1 | Mobilisation and Inception | M1 | D1 accepted; field bases and team mobilised | 10% |
| 2 | Baseline and Risk Assessment | M2–M3 | D2, D3, D4 accepted | 20% |
| 3 | Risk Management and Systems Establishment | M3–M4 | D5–D13, D15, D16 accepted | 20% |
| 4 | Initial Implementation and Capacity Building | M5–M6 | D14 accepted; training started; Code of Conduct rollout; referral pathways tested and operational in all lots; first SBCC activities; first compliance audit; M&E system operational | 10% |
| 5 | Implementation and Performance Monitoring – Period 1 | M7–M12 | D17 and D18 for the period; KPI evidence; updated risk register | 5% |
| 6 | Implementation and Performance Monitoring – Period 2 | M13–M18 | D17, D18; D19 (Year 1) accepted | 5% |
| 7 | Implementation and Performance Monitoring – Period 3 | M19–M24 | D17, D18; D20 Mid-Term Review accepted | 5% |
| 8 | Implementation and Performance Monitoring – Period 4 | M25–M30 | D17, D18; D19 (Year 2) accepted | 5% |
| 9 | Implementation and Performance Monitoring – Period 5 | M31–M36 | D17, D18; KPI evidence; CAPA follow-up | 5% |
| 10 | Exit, Sustainability and Lessons Learned | M37–M41 | D19 (Year 3), D22, D23 accepted; handover completed | 5% |
| 11 | Finalisation and Completion | M42 | D24 accepted; outstanding corrective actions closed; final KPI assessment | 10% |

| No. | Milestone | Timing | Deliverables / evidence | % |
|---|---|---|---|---|
| | **TOTAL** | **42 months** | | **100%** |

**Performance-linked payment provisions**

- Payment shall be made on satisfactory completion and written acceptance by KeNHA of the corresponding deliverables and/or performance milestones.
- For recurring implementation milestones, payment shall be supported by evidence of performance, including monthly and quarterly reports, KPI results, training and community engagement records, compliance assessments, risk registers, referral verification and CAPA closure.
- KeNHA may withhold or defer payment where a deliverable is incomplete or materially deficient, or the Consultant has not achieved the corresponding deliverables, KPIs or agreed corrective actions, until the deficiencies have been addressed. KPI shortfalls caused by factors outside the Consultant's control (e.g. contractor non-compliance that the Consultant has reported and escalated) shall not be held against the Consultant.
- All payments are subject to applicable statutory deductions, contractual provisions and requisite approvals.
- The Survivor Support Facility (Section 6.8) is a provisional sum, paid against actual, documented and anonymised expenditure, and is outside the milestone schedule.
-

## 9. STAFFING REQUIREMENTS

### 9.1 Team Composition and Qualifications

The Consultant shall provide a multidisciplinary team. Key experts will be evaluated; non-key and field staff shall meet the stated minimum and be approved by KeNHA before deployment.

**Table 6: Minimum qualifications and experience**

| No. | Position | Minimum qualification | Minimum experience | Key relevant experience |
|---|---|---|---|---|
| **K1** | Team Leader / Senior Gender and GBV Specialist | Master's in Gender Studies, Gender and Development, Social Sciences, Sociology, Development Studies, Social Work, Public Health or related | 12 years, incl. 8 in gender/GBV | ≥5 years on infrastructure/civil works projects; GBV/SEA/SH risk management; MDB-funded projects preferred; team leadership |
| **K2** | Senior GBV/SEAH Specialist | Bachelor's in Gender Studies, Social Work, Psychology, Sociology, Public Health, Development Studies or related | 10 years, incl. 7 in GBV/SEA/SH | SEA/SH prevention and response; survivor-centred approaches; referral systems; Codes of Conduct; GBV action plans; infrastructure projects |
| **K3** | Gender Mainstreaming Specialist | Bachelor's in Gender Studies, Gender and Development, Social Sciences, Development Studies, Sociology or related | 8 years | Gender mainstreaming in infrastructure/development; gender analysis; gender-responsive planning and budgeting; women's economic participation |

| No. | Position | Minimum qualification | Minimum experience | Key relevant experience |
|---|---|---|---|---|
| **K4** | Child Protection / ECM Specialist | Bachelor's in Child Protection, Social Work, Psychology, Sociology, Development Studies, Gender Studies, Law or related | 8 years | Child safeguarding; ECM prevention; child labour; referral systems; community child protection mechanisms |
| **K5** | FGM / Harmful Practices Specialist | Bachelor's in Gender Studies, Social Sciences, Anthropology, Sociology, Development Studies, Public Health or related | 8 years | FGM and harmful practices; gender norms; SBC; community mobilisation; experience in pastoralist communities of West Pokot/Turkana desirable |
| **K6** | Community Engagement / Stakeholder Specialist | Bachelor's in Social Sciences, Community Development, Sociology, Development Studies, Communication, Gender Studies or related | 8 years | Stakeholder engagement; community mobilisation; grievance mechanisms; participatory approaches on infrastructure projects |
| **K7** | SBCC Specialist | Bachelor's in Communication, Behavioural Sciences, Public Health, Social Sciences, Development Studies, Gender Studies or related | 8 years | SBCC strategy; GBV/SEA/SH campaigns; IEC development and pre-testing; community radio; behaviour-change monitoring |
| **K8** | M&E Specialist | Bachelor's in M&E, Statistics, Economics, Social Sciences, Development Studies, Public Policy or related | 8 years | Results-based M&E; KAP surveys and sampling; data verification; dashboards; gender/GBV indicators |
| **K9** | Psychosocial / Referral Specialist | Bachelor's in Counselling Psychology, Clinical Psychology, Social Work, Psychology, Mental Health or related | 8 years | Survivor-centred PSS; case management; referral pathways; trauma-informed services; coordination with health/social services |

| No. | Position | Minimum qualification | Minimum experience | Key relevant experience |
|---|---|---|---|---|
| **K10** | Labour / Workplace Safeguards Specialist | Bachelor's in Labour Relations, Human Resources, OSH, Social Sciences, Industrial Relations, Law or related | 8 years | Labour influx; worker accommodation; workplace GBV/SEA/SH; workers' grievance mechanisms; labour standards on infrastructure projects |
| **N1** | GIS and Data Systems Specialist | Bachelor's in GIS, Geomatics, Information Systems, Statistics or related | 5 years | GIS mapping; secure database design; mobile data collection; data protection |
| **N2** | Legal and Data Protection Specialist | Bachelor of Laws (LLB); admission as an Advocate desirable | 5 years | Sexual offences, children's and FGM law; employment law; Data Protection Act compliance |
| **N3–N5** | Field / Community Officers (one per lot) | Bachelor's degree in a relevant field | 5 years | Field implementation; community mobilisation; GBV/SEA/SH awareness; data collection; fluency in the main local language of the assigned lot |

### 9.2 Additional Staffing Requirements

- All experts shall demonstrate experience relevant to the geographic, cultural and social context of the project. The team shall collectively be fluent in English, Kiswahili, Pokot and Turkana.
- The team shall be gender-balanced. Each lot shall have at least one female and one male field-based staff member to enable female-friendly and male-friendly reporting and engagement.
- The Consultant may propose additional community mobilisers, enumerators and support staff, who shall be recruited locally where possible.
- All personnel shall undergo reference and safeguarding checks, sign the project Code of Conduct and the Consultant's own safeguarding policy, and receive training on confidentiality and psychological first aid before deployment.
- Replacement of key experts requires KeNHA's prior written approval of a replacement with equal or better qualifications.
- The indicative person-month schedule is in Annex 5.
-

## 10. MANAGEMENT ARRANGEMENTS AND RESPONSIBILITIES

### 10.1 Reporting Lines

The Consultant shall report to KeNHA through the Director, Development, with day-to-day liaison through the PIU Environmental and Social Safeguards Team. The Consultant shall work closely with the PIU, the CSC, contractors, the county governments and relevant government agencies. A Project GBV/SEAH Steering Meeting chaired by KeNHA, with the CSC and contractors, shall be held at least quarterly.

### 10.2 Responsibilities of the Client

KeNHA shall: provide available project documents and safeguards information; facilitate access to project sites, camps and records; instruct contractors and the CSC to cooperate with the Consultant; facilitate access to government stakeholders and stakeholder engagement; designate a GBV/SEAH focal person; establish the GBV/SEAH Accountability Committee; review and approve deliverables within the agreed timelines; provide overall project direction; integrate recommendations into project implementation and contract management; and seek AfDB no-objections where required.

### 10.3 Responsibilities of the Consultant

The Consultant shall: provide all professional personnel, office accommodation, field bases, vehicles, communication, equipment and materials; conduct field investigations and consultations; prepare all deliverables; maintain confidentiality; establish quality assurance procedures; ensure ethical conduct and appropriate safeguarding standards; maintain adequate professional indemnity and other insurances; manage the safety and security of its personnel; and comply with Kenyan legislation, AfDB requirements and project-specific safeguards instruments.

### 10.4 Conflict of Interest

The Consultant, its key experts and associated firms shall not hold any contract for the civil works or supervision of this project, nor any interest that could compromise the independence of compliance audits. Any potential conflict shall be declared in the proposal and throughout the assignment.

## 11. QUALITY ASSURANCE, ETHICS AND PROHIBITED PRACTICES

### 11.1 Quality Assurance

The Consultant shall establish an internal quality assurance system, described in its proposal. Every deliverable shall undergo technical, gender/GBV technical, safeguarding, data quality, confidentiality and editorial review, signed off by the Team Leader before submission.

### 11.2 Ethical Requirements

The Consultant shall: obtain informed consent; avoid causing harm; protect confidentiality; avoid unnecessary disclosure; ensure voluntary participation; avoid coercion; use child-sensitive methodologies; secure ethics and research approvals before data collection; and establish referral pathways before undertaking any sensitive consultation.

### 11.3 Prohibited Practices

The Consultant (and, where applicable, the contractors and CSC) shall not:

- investigate allegations beyond its authorised mandate, or investigate a survivor's disclosure informally;
- expose survivors to alleged perpetrators, or disclose the identity of survivors, complainants or witnesses;
- conduct public discussions of individual cases, or circulate allegations through WhatsApp or other informal groups;

- collect or demand unnecessary personal information, or make referral conditional on providing it;
- publish identifiable GBV information;
- pressure survivors to report to law enforcement or to participate in investigations (except where mandatory reporting obligations for children apply, which shall be explained to the survivor);
- retaliate, or tolerate retaliation, against complainants;
- promise outcomes outside the Consultant's mandate.

## 12. RISKS AND ASSUMPTIONS

The Consultant shall identify, in its proposal and inception report, risks to the delivery of the assignment and its mitigation measures, including at least:

| Risk to the assignment | Indicative mitigation |
|---|---|
| Insecurity along the Kerio Valley/Marich Pass and Kainuk–Lokichar sections | Security management plan; liaison with security agencies and county administration; locally recruited staff; flexible scheduling |
| Limited or absent services in remote areas | Early verification; facilitated transport via Survivor Support Facility; mobile outreach with county services |
| Contractor or subcontractor non-cooperation | Contractual instruction through KeNHA and the CSC; scorecard escalation; quarterly steering meetings |
| Community resistance on FGM/ECM | Community-led, culturally sensitive approaches; engagement of elders and religious leaders; non-stigmatising messages |
| Under-reporting due to stigma or fear | Multiple, trusted, female-friendly channels; visible confidentiality; feedback to communities on action taken |
| Data breach | Encryption, access controls, minimisation, staff training, breach-response procedure |
| Changes in works programme, drought or flooding | Adaptive work planning; quarterly risk updates; contingency in the work plan |

## 13. EXPECTED OUTCOME OF THE ASSIGNMENT

At completion of the assignment, KeNHA should have a fully functional project-wide system, embedded in its E&S management system and in county and community structures, capable of: identifying gender-related risks; preventing GBV/SEA/SH; preventing FGM and ECM; strengthening gender equality and women's access to project benefits; managing labour-related social risks; supporting safe reporting; facilitating survivor-centred referral; strengthening contractor accountability; monitoring performance; generating reliable and confidential safeguards information; supporting corrective action; documenting lessons; and sustaining the system after the consultancy.

## 14. CONTENT OF THE TECHNICAL PROPOSAL

In addition to the requirements of the Request for Proposals, the technical proposal shall include:

- Understanding of the assignment and of the social context of each lot, with comments on and suggested improvements to this ToR;

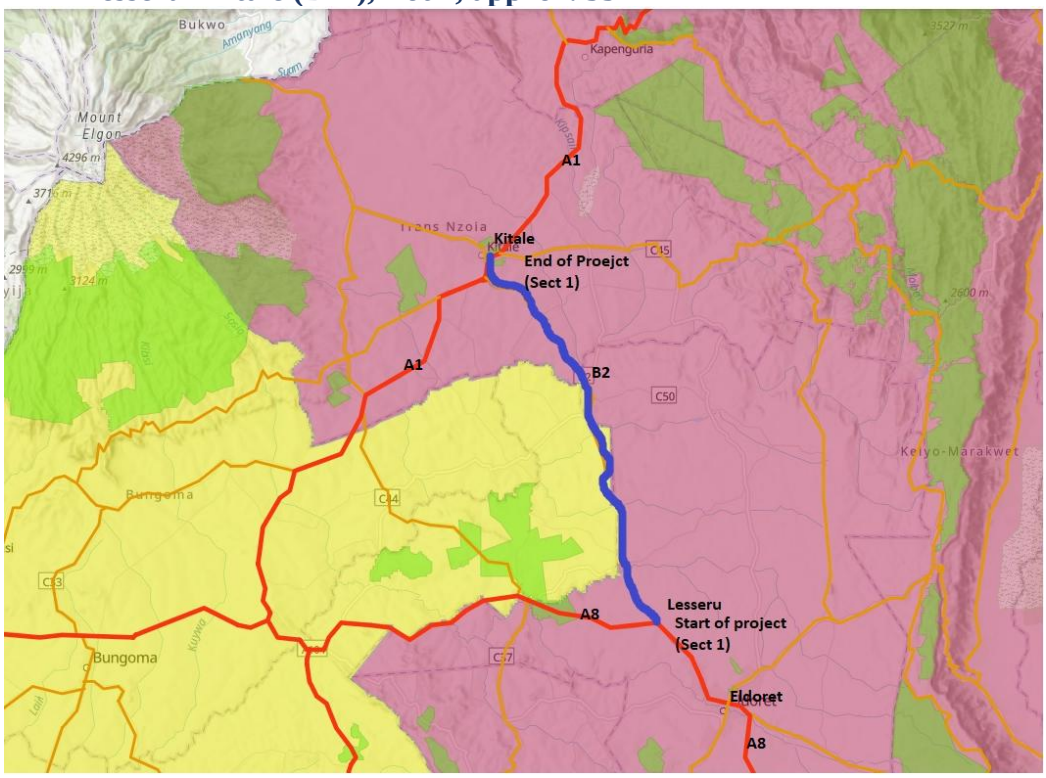
- Approach and methodology for each of the twenty components, including the baseline sampling strategy and ethical safeguards;
- Work plan and Gantt chart for 42 months, and a deliverables schedule consistent with Table 4;
- Organisation and staffing, including the field-base model, language coverage, gender balance and person-month allocation;
- Quality assurance, data protection and safeguarding arrangements, including the firm's own safeguarding and PSEA policy;
- Security management approach for field operations;
- Relevant experience of the firm on GBV/SEAH risk management in infrastructure projects, preferably MDB-financed;
- CVs of key experts, signed and with verifiable references.

# 15. ANNEXES

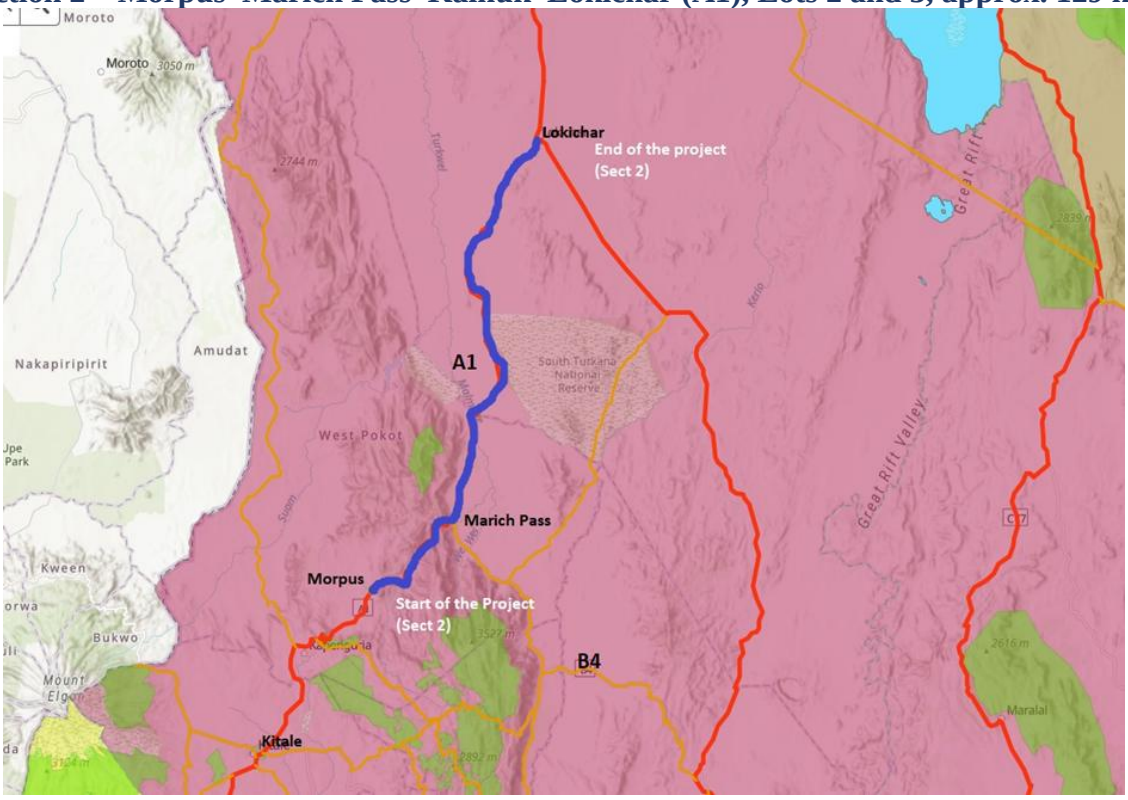
| Annex | Title |
|---|---|
| **1** | Project Corridor and Area of Influence Maps |
| **2** | Indicative Gender/GBV Results Framework |
| **3** | Gender/GBV/SEA/SH/FGM/ECM KPI Matrix |
| **4** | Indicative Reporting Calendar |
| **5** | Indicative Staffing and Person-Month Schedule |
| **6** | Contractor GBV/SEAH Compliance Checklist |
| **7** | Code of Conduct – Minimum Requirements |
| **8** | GBV/SEA/SH Confidential Referral Pathway and Directory Template |
| **9** | GBV/SEAH Incident Reporting Protocol |
| **10** | Training and Capacity-Building Matrix |
| **11** | Community Engagement and SBCC Framework |
| **12** | Gender/GBV Risk Register Template and Risk Rating |
| **13** | Quarterly Gender and GBV/SEAH Reporting Template |
| **14** | Contractor GBV/SEAH Performance Scorecard |
| **15** | Safeguards Instruments and Reference Documents |

# ANNEX 1: PROJECT CORRIDOR AND AREA OF INFLUENCE MAPS

## 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




*The Consultant shall prepare detailed area-of-influence maps for this assignment as part of D3.*

## ANNEX 2: INDICATIVE GENDER/GBV RESULTS FRAMEWORK

Indicative targets shall be replaced by approved, measurable and time-bound targets once baseline values are established (D1/D2).

| Level | Result statement | Indicative indicators and targets | Means of verification | Key assumptions |
|---|---|---|---|---|
| **Impact** | Reduced project-associated gender inequality, GBV, SEA/SH, FGM and ECM risks, and improved protection and access to support for women, girls, boys and other vulnerable groups | Reduction in identified high-risk factors; % of priority communities reporting improved safety and access to services | | |
| **Outcome 1** | Gender and GBV/SEAH risks are systematically identified, monitored and managed | ≥90% of priority risks have active mitigation; register updated quarterly | | |
| **Outcome 2** | Project workers understand and comply with GBV/SEAH requirements | 100% sign Code before starting work; ≥90% meet minimum knowledge threshold | | |
| **Outcome 3** | Survivors and complainants have safe, confidential and accessible reporting and referral | 100% of lots with tested referral pathways; ≥90% of priority providers verified quarterly | | |
| **Outcome 4** | Communities have improved knowledge of GBV/SEA/SH, FGM, ECM and services | ≥90% of planned priority communities reached; ≥75% knowledge score among sampled participants | | |
| **Outcome 5** | Contractors and CSC maintain effective GBV/SEAH systems | Average scorecard ≥75/100; ≥90% CAPA closed on time | | |
| **Outcome 6** | KeNHA and county capacity to manage gender and GBV/SEAH risks strengthened | ≥90% of planned KeNHA personnel trained; SOPs adopted in KeNHA E&S system | | |
| **Output 1** | Baseline completed | Baseline approved | | |
| **Output 2** | Risk management framework established | Risk Management Plan approved | | |
| **Output 3** | Referral and response systems operational | Pathways established and tested in each lot | | |
| **Output 4** | Compliance system operational | 100% of active contracts assessed quarterly | | |

| Level | Result statement | Indicative indicators and targets | Means of verification | Key assumptions |
|---|---|---|---|---|
| **Output 5** | SBCC programme implemented | ≥90% planned interventions delivered | | |
| **Output 6** | Monitoring and reporting system operational | 100% of reports submitted on time | | |

## ANNEX 3: GENDER/GBV/SEA/SH/FGM/ECM KPI MATRIX

Baseline values for all KPIs shall be established at inception or through the baseline (D2). KPIs 21 and 22 are additional to the original list.

| No. | KPI | Definition | Baseline | Target | Frequency | Source / evidence | Responsible |
|---|---|---|---|---|---|---|---|
| **1** | Workers receiving GBV/SEAH induction | % of newly mobilised workers trained before commencing work | | | | | |
| **2** | Workers signing Code of Conduct | % of workers who sign the approved Code before mobilisation | | | | | |
| **3** | Contractor/CSC compliance score | Average score on approved scorecard | | | | | |
| **4** | Risk assessments updated | % of active lots with a current risk assessment | | | | | |
| **5** | High-risk mitigation implemented | % of priority risks with active mitigation | | | | | |
| **6** | CAPA closure | % of corrective actions closed within the agreed deadline | | | | | |
| **7** | Functional referral pathways | % of lots with verified and tested referral pathways | | | | | |
| **8** | Community awareness coverage | % of planned priority communities reached | | | | | |
| **9** | Knowledge improvement | % of sampled participants meeting minimum post-training knowledge threshold | | | | | |
| **10** | Child safeguarding coverage | % of relevant workers trained in child safeguarding | | | | | |
| **11** | SH prevention coverage | % of workers receiving workplace SH prevention information | | | | | |
| **12** | GRM accessibility | % of lots with functioning GBV/SEAH-sensitive complaint channels | | | | | |

| No. | KPI | Definition | Baseline | Target | Frequency | Source / evidence | Responsible |
|---|---|---|---|---|---|---|---|
| **13** | Data protection compliance | % of GBV/SEAH records handled per confidentiality requirements | | | | | |
| **14** | Timely reporting | % of scheduled reports submitted on time | | | | | |
| **15** | Service-provider verification | % of mapped priority providers verified as operational | | | | | |
| **16** | Contractor scorecard coverage | % of active contractors assessed | | | | | |
| **17** | Community feedback mechanisms | % of priority locations with functioning feedback mechanisms | | | | | |
| **18** | FGM/ECM prevention interventions | % of planned interventions implemented in high-risk areas | | | | | |
| **19** | GBV/SEAH management plans | % of active contractors with approved and implemented plans | | | | | |
| **20** | Gender-responsive safeguards integration | % of relevant safeguards instruments incorporating identified gender/GBV measures | | | | | |
| **21** | Timely referral | % of consenting survivors referred to appropriate services within 24 hours of disclosure | | | | | |
| **22** | Women in project workforce | % of project workforce who are women (skilled / unskilled) | | | | | |

**KPI performance rules**

- KPI values shall be supported by verifiable evidence.
- Data shall not be manipulated, suppressed or aggregated in a manner that conceals safeguarding risks.

- Raw numbers of GBV/SEA/SH complaints or disclosures shall not be used as a standalone performance indicator; increased reporting may reflect improved awareness, accessibility and confidence.
- Personal identifiers of survivors shall never be included in KPI reports.
- Any change to a contractual KPI or target requires written approval by KeNHA and, where applicable, AfDB.

## ANNEX 4: INDICATIVE REPORTING CALENDAR (42 MONTHS)

| Report / activity | M1 | M2 | M3 | M4 | M5–M12 | M13–M24 | M25–M36 | M37–M42 |
|---|---|---|---|---|---|---|---|---|
| **Inception Report (D1)** | | | | | | | | |
| **Baseline incl. KAP (D2)** | | | | | | | | |
| **Risk map (D3)** | | | | | | | | |
| **Service provider mapping (D4)** | | | | | | | | |
| **Risk Management Plan (D5)** | | | | | | | | |
| **Protocols, CoC, compliance and M&E frameworks (D6–D13, D15, D16)** | | | | | | | | |
| **Training and IEC materials (D14)** | | | | | | | | |
| **Training delivery** | | | | | | | | |
| **SBCC and community engagement** | | | | | | | | |
| **Contractor/CSC compliance audits** | | | | | | | | |
| **GRM/referral monitoring** | | | | | | | | |
| **Monthly updates (D17)** | | | | | | | | |
| **Quarterly reports (D18)** | | | | | | | | |
| **Annual performance report (D19)** | | | | | | | | |
| **Lessons learned, exit plan, final report (D22–D24)** | | | | | | | | |

## ANNEX 5: INDICATIVE STAFFING AND PERSON-MONTH SCHEDULE

| No. | Position | Engagement | Indicative PM | Deployment |
|---|---|---|---|---|
| **K1** | Team Leader / Senior Gender and GBV Specialist | | | |
| **K2** | Senior GBV/SEAH Specialist | | | |
| **K3** | Gender Mainstreaming Specialist | | | |
| **K4** | Child Protection / ECM Specialist | | | |
| **K5** | FGM / Harmful Practices Specialist | | | |
| **K6** | Community Engagement / Stakeholder Specialist | | | |
| **K7** | SBCC Specialist | | | |
| **K8** | M&E Specialist | | | |
| **K9** | Psychosocial / Referral Specialist | | | |
| **K10** | Labour / Workplace Safeguards Specialist | | | |
| **N1** | GIS and Data Systems Specialist | | | |
| **N2** | Legal and Data Protection Specialist | | | |
| **N3** | Field / Community Officer – Lot 1 | | | |
| **N4** | Field / Community Officer – Lot 2 | | | |
| **N5** | Field / Community Officer – Lot 3 | | | |
| | **Total indicative input** | | | |

*Note: the Community Engagement/Stakeholder Specialist (K6) was listed in the original qualification requirements but omitted from the person-month schedule; it has been added at 30 PM. Bidders may propose a different allocation with justification.*

## ANNEX 6: CONTRACTOR GBV/SEAH COMPLIANCE CHECKLIST

| Domain | Compliance requirement | Evidence | Status |
|---|---|---|---|
| **Management system** | Approved GBV/SEAH Action Plan within C-ESMP; designated focal person | | |
| **Risk assessment** | Current GBV/SEAH risk assessment | | |
| **Code of Conduct** | 100% of workers sign before starting work | | |
| **Induction** | Workers trained before mobilisation | | |
| **Refresher training** | Periodic training provided | | |
| **Recruitment** | Transparent, non-exploitative recruitment; no age-ineligible workers | | |
| **Worker accommodation** | Gender-sensitive, safe facilities; visitor control | | |
| **Community engagement** | Planned awareness activities implemented | | |
| **GRM** | Confidential GBV-sensitive channels | | |
| **Referral** | Current referral pathway displayed and known | | |
| **Child safeguarding** | Relevant personnel trained | | |
| **FGM/ECM** | Risk controls implemented | | |
| **SH prevention** | Workplace SH policy and controls | | |
| **Incident management** | Protocol operational | | |
| **Data protection** | Confidential records maintained | | |
| **CAPA** | Findings closed on time | | |

C = Compliant; PC = Partially Compliant; NC = Non-Compliant. Any critical safeguarding breach shall be escalated immediately and shall not be treated as a routine checklist deficiency.

## ANNEX 7: CODE OF CONDUCT – MINIMUM REQUIREMENTS

The CSC, the contractors and their subcontractors shall maintain an approved GBV/SEAH Code of Conduct applicable to all employees, subcontractors, labour brokers, security personnel and other project-associated personnel. The Code shall, at minimum, prohibit:

- sexual exploitation and abuse;
- sexual harassment;
- sexual activity with any person under 18 years of age, regardless of the local age of consent or mistaken belief as to age;
- transactional sex, including exchange of money, employment, goods, services or project benefits for sexual activity;
- unwanted sexual comments, touching or advances;
- intimidation, threats or retaliation against complainants or witnesses;
- discrimination;
- exploitation or abuse of vulnerable persons, and child labour;
- conduct that facilitates FGM or child marriage;
- use of project resources (vehicles, accommodation, phones) to facilitate prohibited conduct;
- obstruction of reporting, referral or investigation.

The Code shall include: worker obligations; prohibited behaviours; reporting channels (including a duty to report concerns); confidentiality requirements; sanctions and disciplinary procedures; consequences for subcontractors; child safeguarding provisions; and acknowledgement and signature requirements. No worker shall start project work without signing and receiving an explanation of the Code in a language they understand.

# ANNEX 8: GBV/SEA/SH CONFIDENTIAL REFERRAL PATHWAY

## 8.1 Referral principles

All referrals shall be survivor-centred, confidential, voluntary (except where mandatory reporting requirements apply), safe, non-discriminatory, accessible, age-appropriate, culturally sensitive and timely.

## 8.2 Indicative referral chain

| Step | Action | Notes |
|---|---|---|
| **1** | Disclosure or complaint received | Through any channel; receiver listens without investigating |
| **2** | Immediate safety assessment | Is the survivor in immediate danger? Is a child involved? |
| **3** | Information, survivor choice and consent | Explain options and limits of confidentiality (including mandatory reporting for children) |
| **4** | Medical / clinical care | Priority within 72 hours for post-rape care, PEP and emergency contraception |
| **5** | Psychosocial support | Psychological first aid and referral to counselling |
| **6** | Protection / safety services | Safe shelter, police gender desk where chosen |
| **7** | Legal / justice services | Where requested or legally required |
| **8** | Child protection services | Children's officer for any case involving a child |
| **9** | Follow-up | Based on survivor preference; case closure recorded by code only |

## 8.3 Referral directory template (one per lot)

| Service | Provider | Location | Contact | Hours | Referral procedure | Accessibility / language | Last verified |
|---|---|---|---|---|---|---|---|
| **Medical / post-rape care** | | | | | | | |
| **Psychosocial support** | | | | | | | |
| **Child protection** | | | | | | | |
| **Police / gender desk** | | | | | | | |
| **Legal aid** | | | | | | | |
| **Safe shelter / rescue centre** | | | | | | | |
| **Women's / community organisation** | | | | | | | |

Survivor names shall not be recorded in project monitoring databases unless strictly required by law and managed through authorised systems.

# ANNEX 9: GBV/SEAH INCIDENT REPORTING PROTOCOL

## 9.1 Incident management principles

Survivor-centred principles; confidentiality; informed choice; do no harm; non-retaliation; timely referral; minimum necessary information; and applicable legal and contractual requirements.

## 9.2 Incident classification and notification

| Classification | Examples | Required action | Notification to KeNHA |
|---|---|---|---|
| **Critical** | SEA; sexual activity with a child; retaliation; deliberate concealment; serious safeguarding breach; disclosure of survivor identity | Immediate escalation; Accountability Committee convened | Within 24 hours; KeNHA notifies AfDB per financing agreement |
| **Serious** | Serious SH/GBV allegation involving project personnel; repeated misconduct | Prompt management and verification pathway | Within 48 hours |
| **Moderate** | Confirmed policy breach or significant control failure | Corrective action | In the Monthly Update |
| **Minor** | Administrative or control deficiency | Routine CAPA | In the Quarterly Report |

## 9.3 Reporting sequence

- (i) Ensure immediate safety.
- (ii) Listen without conducting an investigative interview.
- (iii) Provide information on available services.
- (iv) Facilitate referral based on survivor choice and applicable requirements.
- (v) Notify authorised project personnel using minimum necessary, non-identifying information.
- (vi) Preserve relevant records securely.
- (vii) Initiate the approved verification/disciplinary process where applicable.
- (viii) Implement corrective and preventive measures, including root-cause analysis for Critical incidents.
- (ix) Record the case using a confidential reference number.
- (x) Report aggregated trends through routine safeguards reporting.

•

## ANNEX 10: TRAINING AND CAPACITY-BUILDING MATRIX

| Target group | Training / module | Frequency | Min. coverage | Method |
|---|---|---|---|---|
| **KeNHA safeguards and PIU staff** | Gender mainstreaming; GBV/SEAH management; incident management | | | |
| **Contractor and CSC management** | GBV/SEAH contractual obligations; workplace SH prevention; incident management | | | |
| **All workers** | Code of Conduct; GBV/SEA/SH; child safeguarding | | | |
| **Supervisors** | Prevention, reporting and response | | | |
| **Security personnel** | GBV/SEA/SH and safeguarding | | | |
| **Drivers (incl. haulage)** | GBV/SEAH and community interaction | | | |
| **Community, traditional and religious leaders** | GBV, FGM, ECM, referral | | | |
| **Women and girls' groups** | Rights, safety and referral | | | |
| **Youth** | GBV/ECM/FGM awareness | | | |
| **GRM committees and focal points** | GBV-sensitive GRM; survivor-centred complaints handling | | | |
| **Safeguards and data personnel** | Data confidentiality and protection | | | |
| **Health and referral partners** | Referral coordination | | | |
| **KeNHA, contractor and county trainers** | Training of trainers | | | |

# ANNEX 11: COMMUNITY ENGAGEMENT AND SBCC FRAMEWORK

## 11.1 Priority audiences

Women and girls; men and boys; youth; project workers; community leaders; traditional and local leaders; religious leaders; schools and youth institutions; transport operators; roadside traders; host communities; vulnerable and marginalised groups; service providers.

## 11.2 Core messages

| Theme | Core message |
|---|---|
| **GBV** | |
| **SEA** | |
| **SH** | |
| **Child protection** | |
| **ECM** | |
| **FGM** | |
| **Reporting** | |
| **Referral** | |
| **Non-retaliation** | |
| **Worker conduct** | |

## 11.3 SBCC cycle

Assess → Segment → Design → Implement → Monitor → Learn → Adapt. All SBCC activities shall be culturally and linguistically appropriate, pre-tested with the intended audience, and free of messages that stigmatise survivors or communities.

## ANNEX 12: GENDER/GBV RISK REGISTER TEMPLATE AND RISK RATING

The scoring methodology shall be confirmed during inception and applied consistently. The register shall be updated at least quarterly and following significant changes in project activities.

| ID | Risk | Location / lot | Affected group | Likelihood (1–5) | Severity (1–5) | Rating | Existing controls | Additional measures | Responsible | Deadline | Status |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **R001** | Labour influx-related GBV | | Women / girls | | | | | | | | |
| **R002** | SEA linked to jobs or project benefits | | Women / girls | | | | | | | | |
| **R003** | Workplace SH | | Female workers | | | | | | | | |
| **R004** | Early / child marriage | | Adolescent girls | | | | | | | | |
| **R005** | FGM | | Girls / women | | | | | | | | |
| **R006** | Child sexual exploitation and child labour | | Children | | | | | | | | |
| **R007** | Unsafe worker accommodation | | Workers / community | | | | | | | | |
| **R008** | Inaccessible referral services | | Survivors | | | | | | | | |
| **R009** | Exclusion of women from project jobs and benefits | | Women | | | | | | | | |
| **R010** | Transactional sex at truck stops and trading centres | | Women / girls | | | | | | | | |

## RISK RATING

**Risk rating (Risk score = Likelihood × Severity)**

| Score | Rating | Management response |
|---|---|---|
| 1–4 | Low | Routine management |
| 5–9 | Moderate | Additional controls |
| 10–16 | High | Priority management; reported in quarterly report |
| 17–25 | Critical | Immediate management and escalation to KeNHA |

## ANNEX 13: QUARTERLY GENDER AND GBV/SEAH REPORTING TEMPLATE

### 13.1 Executive summary

Reporting period; lots covered; key achievements; emerging risks; significant corrective actions; management decisions required.

### 13.2 KPI performance

| KPI | Target | This quarter | Cumulative | Status | Evidence |
|---|---|---|---|---|---|
| **Worker induction** | 100% | | | | |
| **Code of Conduct signed** | 100% | | | | |
| **Contractor compliance score** | ≥75 | | | | |
| **CAPA closure** | ≥90% | | | | |
| **Referral pathways verified** | 100% | | | | |
| **Community coverage** | ≥90% | | | | |
| **Timely referral** | ≥90% | | | | |

### 13.3 Risk register update

| Risk | Previous rating | Current rating | Change | Action |
|---|---|---|---|---|
| | | | | |
| | | | | |

### 13.4 Contractor/CSC performance

| Contractor / lot | Score | Previous score | Change | CAPA status |
|---|---|---|---|---|
| | | | | |
| | | | | |

### 13.5 Training

| Training | Target | Participants (F/M) | % achieved | Knowledge result |
|---|---|---|---|---|
| | | | | |

### 13.6 Community engagement

By location, target group and activity: participants by sex and age where appropriate; messages; feedback; issues raised; and action taken.

### 13.7 GBV/SEAH incidents (aggregated and anonymised only)

| Category | Number reported | Number referred | Status of system response |
|---|---|---|---|
| **GBV** | | | |
| **SEA** | | | |
| **SH** | | | |

| Category | Number reported | Number referred | Status of system response |
|---|---|---|---|
| **Child safeguarding** | | | |
| **FGM** | | | |
| **ECM** | | | |

Small numbers that could allow identification (e.g. fewer than five cases in a location) shall be reported only at lot or project level. No survivor-identifying information shall be included.

## ANNEX 14: CONTRACTOR GBV/SEAH PERFORMANCE SCORECARD

### 14.1 Scoring structure (100 points)

| Domain | Criteria (points) | Max. |
|---|---|---|
| **1. GBV/SEAH management system** | Approved GBV/SEAH plan (2); designated focal person (1); dedicated budget (1); integration into C-ESMP (2); worker/community communication (1); defined responsibilities (1); management review (1); adequate implementation resources (1) | 10 |
| **2. Risk assessment and management** | Current risk assessment (2); labour influx risks (1); worker–community interaction risks (1); FGM/ECM risks (1); child safeguarding risks (1); high-risk locations identified (1); mitigation implemented (2); risk register updated (1) | 10 |
| **3. Code of Conduct and worker management** | Approved Code (1); 100% sign before mobilisation (2); Code explained (1); appropriate language (1); induction completed (1); subcontractors covered (1); disciplinary provisions (1); compliance monitoring (1); non-compliance addressed (1) | 10 |
| **4. Training and capacity building** | Worker induction (2); refresher training (1); SH prevention (1); child safeguarding (1); FGM/ECM (1); supervisor training (1); security/driver training (1); effectiveness assessment (1); records maintained (1) | 10 |
| **5. Worker accommodation / camp management** | Lighting (1); sanitation (1); privacy/dignity (1); sleeping arrangements (1); security (1); safe access/egress (1); gender-sensitive facilities (1); child protection controls (1); visitor/access controls (1); complaint mechanism (1) | 10 |
| **6. Community engagement and prevention** | Community awareness (2); women/girls engagement (1); youth (1); men/boys (1); traditional/religious leaders (1); FGM awareness (1); ECM awareness (1); reporting/referral information (1); vulnerable groups reached (1) | 10 |
| **7. GRM, reporting and referral** | GBV/SEAH-sensitive channel (2); confidentiality (1); multiple channels (1); female-friendly access (1); child-sensitive access (1); referral mechanism (2); current provider contacts (1); anti-retaliation (1) | 10 |
| **8. Workplace gender equality and SH prevention** | SH policy (2); equal employment opportunities (1); non-discrimination (1); female participation measures (1); safe recruitment (1); workplace complaint mechanism (1); supervisor awareness (1); SH awareness (1); conduct monitoring (1) | 10 |
| **9. Incident management and survivor-centred response** | Response protocol (1); immediate safety measures (1); timely referral (2); confidentiality (2); survivor choice (1); child safeguarding (1); escalation (1); corrective action (1) | 10 |
| **10. Monitoring, reporting and corrective action** | Monthly monitoring (1); quarterly reporting (1); KPI data (1); supporting evidence (1); risk register (1); contractor self-assessment (1); CAPA implementation (2); previous findings closed (1); lessons incorporated (1) | 10 |
| **TOTAL** | | **100** |

### 14.2 Performance classification

| Score | Classification | Management action |
|---|---|---|
| 90–100 | Excellent / highly compliant | Maintain controls and good practice |

| Score | Classification | Management action |
|---|---|---|
| 75–89 | Substantially compliant | Routine improvement |
| 60–74 | Partially compliant | Formal CAPA required |
| 40–59 | Poor / material non-compliance | Enhanced monitoring and escalation |
| < 40 | Critical / unacceptable | Immediate management action under the contract |

### 14.3 Critical safeguarding findings

The following trigger immediate escalation regardless of the numerical score: unauthorised disclosure of survivor identity; retaliation against a complainant or survivor; obstruction of referral; SEA; sexual activity with a child; deliberate destruction or concealment of safeguarding records; interference with an authorised investigation; and falsification of GBV/SEAH compliance records. Such incidents shall be managed under the incident-management and contractual procedures and not merely as a score deduction.

### 14.4 Scoring safeguard

A contractor shall not receive a lower score merely because more GBV/SEA/SH complaints are reported. Scoring assesses accessibility of reporting, confidentiality, timely referral, prevention measures, worker compliance, quality of response, corrective action and management controls.

## ANNEX 15: SAFEGUARDS INSTRUMENTS AND REFERENCE DOCUMENTS

The applicable legal, AfDB and project requirements, and the hierarchy for applying them, are set out in Section 3. KeNHA shall make the following documents available to the Consultant at commencement:

- Project appraisal report and financing agreement safeguards provisions;
- ESIA, ESMP and any addenda; project ESMS documentation;
- LMP, SEP and GRM documentation, including GRM committee lists;
- RAP and livelihood restoration instruments, where applicable;
- Works and supervision contracts (relevant E&S and GBV/SEAH clauses);
- Contractor C-ESMPs, GBV/SEAH Action Plans, Codes of Conduct and labour/mobilisation plans;
- CSC monthly and quarterly E&S reports;
- Previous gender and GBV assessments for the corridor;
- KeNHA E&S safeguards procedures and incident reporting requirements.

# SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

## Preface

Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity is paramount.

**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 documentsrequiredfortheirstayinKenyawhilecarryingouttheServicesundertheContract.

c FacilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServicesandofthepersonal 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 unless it is stated otherwise in the SCC.

Currency of Payment

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

**40 Mode of Billing and Payment**

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

40.2 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<br><br>*[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]* |
| 4.1 | The language is: English |
| 6.1 and 6.2 | The addresses are *[fill in at negotiations with the selected firm]*:<br><br>Procuring Entity: _____<br>Attention: _____<br>Facsimile: _____<br>E-mail: _<br><br>Consultant: _____<br>Attention: _____<br>Facsimile: _____<br>E-mail: _ |
| 8.1 | *[If the Consultant consists only of one entity, state "N/A";*<br>*OR*<br>*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.]*<br>The Lead Member on behalf of the JV is _____*[insert name of the member]* |
| 9.1 | The Authorized Representatives are:<br><br>For the Procuring Entity: *[name, title]*__<br><br>For the Consultant: *[name, title]*__ |
| 11.1 | The effectiveness conditions are the following:<br>*[Note: If there are no effectiveness conditions, state "N/A"]*<br><br>*OR*<br><br>*List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]* |
| 12.1 | Termination of Contract for Failure to Become Effective:<br><br>The time period shall be ____ *[insert time period, e.g.: four months]*. |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| 13.1 | Commencement of Services:<br><br>The number of days shall be_____ *[e.g.: ten]*.<br><br>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:<br><br>The time period shall be ___ *[insert time period, e.g.: twelve 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<br><br>Yes:_____ No: _____ |
| 23.1 | No additional provisions.<br><br>*[OR*<br><br>The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations:<br><br>"Limitation of the Consultant's Liability towards the Procuring Entity:<br>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity:<br>(i) for any indirect or consequential loss or damage; and<br>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;<br>(b) This limitation of liability shall not<br>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;<br>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.<br><br>*[Notes to the Procuring Entity and the Consultant:*<br><br>*Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP.* |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | *To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.*<br><br>*The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]* |
| 24.1 | The insurance coverage against the risks shall be as follows:<br><br>*[Delete what is not applicable except (a)]*.<br><br>(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;<br><br>(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 *[insert amount and currency or state "in accordance with the applicable law in the Procuring Entity's country"]*;<br><br>(c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in Kenya"]*;<br><br>(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; and<br><br>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| 27.1 | The additional rights to the use of the documents are:<br>*[If applicable, insert any exceptions to proprietary rights provisions]* |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| 27.2 | *[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.*<br>*If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*<br><br>[The Consultant shall not use these *[insert what applies……. documents and software…. ]* for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]<br><br>*[OR]*<br><br>[The Procuring Entity shall not use these *[insert what applies……. documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the Consultant.]<br>*[OR]*<br><br>[Neither Party shall use these *[insert what applies……. documents and software……]* for purposes unrelated to this Contract without the prior written approval of the other Party.] |
| 32.1 (a) through (f) | *[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]* |
| 32.1(g) | *[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]* |
| 38.1 | **The Contract price is:** _____ *[insert amount and currency for each currency as applicable] [indicate:* inclusive *or* exclusive*]* of local taxes.<br><br>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.<br><br>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, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant]*<br>The Procuring Entity warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2]*<br>*If ITC16.3 indicates a tax exemption status, include the following:* "the Consultant, the Sub-consultants and the Experts shall be exempt from" |

<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>OR<br>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:<br>“the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts”]<br>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:<br>(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;<br>(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;<br>(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;<br>(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 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:<br>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and<br><br>(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:
<table>
<tr><th>No.</th><th>Payment Milestone</th><th>Indicative Timing</th><th>Key Deliverables / Outputs</th><th>Payment (%)</th></tr>
<tr><td>1</td><td>Mobilisation and Inception</td><td>Month 1</td><td>Mobilisation; review of project documents; consultations; detailed methodology; work plan; monitoring tools; stakeholder engagement plan; D1 Inception Report</td><td>10%</td></tr>
<tr><td>2</td><td>Baseline and Risk Assessment</td><td>Months 2–3</td><td>D2 Baseline Gender/GBV/SEAH Report; D3 Gender/GBV Risk Map; D4 Service Provider and Referral Mapping Report</td><td>12%</td></tr>
<tr><td>3</td><td>Risk Management and Systems Establishment</td><td>Months 3–4</td><td>D5 Risk Management Plan; D6 SBCC Strategy; D7 Code of Conduct Package; D8 Referral Protocol; D9 GBV/SEAH GRM Protocol; D10 FGM Protocol; D11 ECM Protocol; D12 Child Safeguarding Protocol; D13 Training Plan; D14 Contractor/CSC Compliance Framework</td><td>18%</td></tr>
</table></td></tr>
</table>

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|

| | | | | |
|---|---|---|---|---|
| 4 | Initial Implementation and Capacity Building | Months 5–6 | Commencement of training; Code of Conduct rollout; referral system operationalisation; initial community/SBCC activities; contractor/CSC compliance monitoring; M&E system operational | **10%** |
| 5 | Routine Implementation and Performance Monitoring – Period 1 | Months 7–12 | Monthly implementation; quarterly monitoring; contractor/CSC audits; training; community engagement; referral verification; **Quarterly Progress Reports**; KPI performance reporting; updated risk register-Year 1 | **10%** |
| 6 | Routine Implementation and Performance Monitoring – Period 2 | Months 13–18 | Continued implementation; quarterly audits; training; SBCC; GRM/referral monitoring; KPI reporting; **Annual Gender/GBV/SEAH Performance Report** | **10%** |
| 7 | Routine Implementation and Performance Monitoring – Period 3 | Months 19–24 | Continued implementation; quarterly compliance assessments; risk updates; community engagement; capacity building; quarterly reports; annual performance assessment | **8%** |
| 8 | Routine Implementation and Performance Monitoring – Period 4 | Months 25–30 | Continued implementation; contractor/CSC scorecards; quarterly risk assessments; training; SBCC; referral verification; quarterly and annual reporting | **8%** |
| 9 | Routine Implementation and Performance Monitoring – Period 5 | Months 31–36 | Continued implementation; performance monitoring; corrective action follow-up; institutional capacity building; quarterly reporting; annual performance report | **7%** |
| 10 | Exit, Sustainability and Lessons Learned | Months 37–41 | Institutionalisation of systems; handover of tools and databases; lessons learned; sustainability arrangements; final capacity-building activities; **Lessons Learned Report and Exit/Sustainability Plan** | **4%** |
| 11 | Finalisation and Completion | Month 42 | Completion of outstanding corrective actions; final verification; final KPI assessment; **Final Assignment Report**; final handover and close-out | **3%** |
| | **TOTAL** | **42 Months** | | **100%** |

***Note:*** *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. (Monthly reports by 5$^{th}$ of every new month) and quarterly progress reports (by 10$^{th}$ of every new quarter).*

| 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)]*<br><br>The following provisions shall apply to the advance payment and the advance bank payment guarantee:<br><br>(1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in Kenya Shillings] shall be made within *[insert number]* 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].<br><br>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.<br><br>(3) The bank guarantee will be released when the advance payment has been fully set off. |
| 40.2.4 | The accounts are:<br><br>for foreign currency: *[insert account]*.<br>for local currency: *[insert account]*. |
| 41.1 | The interest rate is: *[insert rate]*. |
| 44.1 | Disputes shall be settled by arbitration in accordance with the following provisions:<br>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:<br><br>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.<br><br>(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 |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.<br><br>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
| | 2. 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.<br><br>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.<br><br>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:<br><br>(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<br><br>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or<br><br>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or<br><br>(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:<br>(a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Procuring Entity's country nor the Consultant's country]*;<br>(b) the *[type of language]* language shall be the official language for all purposes; and<br>(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 Consultantduringthenegotiations;datesforcompletionofvarioustasks;locationofperformance fordifferenttasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; ProcuringEntity'sinput,includingcounterpartpersonnelassignedbytheProcuringEntitytowork ontheConsultant'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-relatedComplaintinrelationtothedecisiontoawardthecontract.

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

| | | | | | |
|---|---|---|---|---|---|
| | | 3: [*insert score*]<br><u>Sub-criterion c:</u><br><u>……etc.</u><br>Criterion (iv): [*insert score*]<br>Criterion (v): [*insert score*]<br>Total score: [*insert score*] | | | |
| [*insert name*] | ….. | …. | …. | …. | ….. |

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

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

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<br><br>Indirectly---------- % of shares | Directly…… …….% of voting rights<br><br>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----<br>2. Is this right held directly or indirectly?:<br><br>Direct…… …… | 1. Exercises significant influence or control over the Company body of the Company (tenderer**)**<br><br>Yes -----No----<br><br>2. Is this influence or control exercised directly or indirectly? |
| | 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 | | | | | |

| | **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)** |
|---|---|---|---|---|---|---|
| | Email address | | | | Indirect…… ……... | Direct…… ….. Indirect…… … |
| | Occupation or profession | | | | | |
| | | | | | | |
| **2.** | 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(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]*

---

*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]*

---

* *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.*