

KENYA ROADS BOARD



AMENDED REQUEST FOR PROPOSALS (RFP)

FOR

PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE ROAD SECTOR INVESTMENT PROGRAMME (RSIP) III (2023 - 2027)

TENDER No. KRB/528/2022-2023

(OCTOBER 2022)

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ISO 9001:2015 CERTIFIED

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SECTION 1: REQUEST FOR PROPOSAL

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



Financing Road Maintenance

KENYA ROADS BOARD

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KRB/DPRR/3/A VOL.VI (119)

4th October, 2022

LETTER OF INVITATION

Dear

RE: TENDER NO. KRB/528/2022-2023: CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE ROAD SECTOR INVESTMENT PROGRAMME (RSIP) III (2023 - 2027)

Letter for Requests for Proposals (RFPs)

- 1.1 Kenya Roads Board has set aside funds towards the cost of the subject consulting services.
- 1.2 The Board now invites proposals to provide the following consulting services (here in after called "the services"): Consultancy Services to development of the Road Sector Investment Programme (RSIP) III (2023 - 2027). More details on the Services are provided in Section 5 Terms of Reference.
- 1.3 If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
- 1.4 A firm will be selected under Quality and Cost Based Selection 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.
- 1.5 The Request for Proposal (RFP) includes the following documents:

- Section 1: This letter of Request for Proposal
- Section 2: Information 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 Form of Lumpsum Contract

ISO 9001:2015 Certified

- 1.6 Please inform us by 11th October,2022 in writing at the address below or by info@krb.go.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 associating with other firm(s) (if permissible under Section 2, Instructions to Consultants, ITC 14.1a.
- 1.7 The proposal will be deposited in the Tender box situated on 3rd Floor, Kenya Re Towers, Upperhill.
- 1.8 The proposal submission deadline will be 1st November 2022 at 12:00 noon
- 1.9 The proposals will be opened immediately on the same day in the presence of Bidders or their representatives who may wish to attend. Any proposals received after the closing time shall be returned unopened.

Yours


For R. Mohamed, MBS
DIRECTOR GENERAL

Encls.

SECTION 2 (A):

**INSTRUCTIONS TO
CONSULTANTS**

SECTION 2 (A): INSTRUCTIONS TO CONSULTANTS

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the

Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that is mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- u) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal

conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

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

3. Conflict of Interest

- 3.1. The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) Conflicting Activities

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

ii) Conflicting Assignments

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

iii) Conflicting Relationships

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process

for the Contract, or (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.

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 website www.cak.go.ke
- 6.4. 3.2 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 its 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 may be ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,

- ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.
- 6.7. Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. PREPARATION OF PROPOSAL

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

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

10. Documents Comprising the Proposal

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

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

11. Only One Proposal

- 11.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits 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 as provided in ITC12.7.

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

c. Substitution of Key Experts at Validity Extension

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

d. Sub-Contracting

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

13. Clarification and Amendment of RFP

- 13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.2. At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all 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 into 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 so 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:
 - 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
- 18.2. In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be 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 valutors 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 results 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 and 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.

33. Availability of Key Experts

- 33.1. 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.
- 33.2. 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 incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

34. Technical negotiations

- 34.1. 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.

35. Financial negotiations

- 35.1. 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.
- 35.2. 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.
- 35.3. Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.
- 35.4. 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.
- 35.5. 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.

36. Conclusion of Negotiations

- 36.1. 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.
- 36.2. 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.

37. Letter of Award

- 37.1. 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.

38. Signing of Contract

- 38.1. 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.
- 38.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

39. Publication of Procurement Contract

- 39.1. 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.
- 39.2. 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:

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

SECTION 2(B):

DATA SHEET: - APPENDIX TO SECTION 2(A)

SECTION 2(B): DATA SHEET: - APPENDIX TO SECTION 2(A)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants (**Section 11**). Wherever there is a conflict between the provisions of the instruction to consultants and the provisions of the data sheet, the provisions of the data sheet herein shall prevail over those of the information to consultants.

A. General Provisions	
Reference to ITC Clause	
2.1	Name of the Client: Kenya Roads Board The method of selection is: Quality and Cost Based Selection (QCBS)
2.2	Technical and Financial Proposals are requested: Yes The name of the assignment is: CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE ROAD SECTOR INVESTMENT PROGRAMME (RSIP) III (2023 - 2027) The description and objectives of the Assignment are: (i) To Collect and Collate Road Network Data necessary for the development of RSIP III (ii) To improve the configuration and calibration parameters of HDM-4 Kenyan Workspace. The update of configuration and calibration parameters will be done for the latest version of HDM-4 (iii) To develop a detailed short term 5-year Road Sector Investment Programme (2023 - 2027) for the National Trunk Roads and County specific investment plans anchored on long term sector plans, county integrated development plans and national priorities (iv) To establish the road asset valuation
2.3	Pre-proposal Conference A pre-proposal conference will be held: (Yes) . The date of the conference will be Tuesday 18th October 2022 at 10.00am online . The bidders are asked to email to the Board, the names of nominated officers to attend the online conference for sharing of meeting credentials.

	<p>The names, addresses and telephone numbers of the Client’s official(s) are:</p> <p>Eng. Victor Odula, Deputy Director, Policy & Planning Kenya Roads Board, P.O. Box 73718-00200, Nairobi, Tel: 2722865/6/8, 4980000, E-Mail info@krb.go.ke with copy to vodiwuor@krb.go.ke</p> <p>Bidders are requested to submit their e-mail addresses, name and telephone number for the contact person. This will facilitate communication as bidders seek clarification during the tendering period.</p>
2.4	<p>The Client will provide the following inputs:</p> <ol style="list-style-type: none"> 1) The client will be available to clarify any matters that may arise. 2) Provide information, documentation and records required for the assignment within reasonable time of request 3) Provide timely comments to documents prepared by the Consultant for the assignment.
6.2	<p>Maximum Number of Joint Ventures members shall be: (3No.)</p>
6.6 (a)	<p>The list of debarred firms and individuals is available in PPRA’S website www.ppra.go.ke or email complaints@ppra.go.ke</p>
<p>B. Preparation of Proposals</p>	
10.1	<p>The proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>Power of Attorney to sign the Proposal</p> <p>TECH-1: Technical Proposal Submission Form</p> <p>TECH- 2: Consultant’s Organization and Experience</p> <p>TECH-3: Comments and Suggestions</p> <p>TECH-4: Description of Approach, Methodology and Work Plan</p> <p>TECH-5: Work Schedule and Planning for Deliverables</p>

	<p>TECH-6: Team Composition, Assignment and Key Experts ‘input</p> <p>TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN- 1: Financial Proposal Submission Form</p> <p>(2) FIN- 2: Summary of Costs</p> <p>(3) FIN-3: Breakdown of Remuneration</p> <p>(4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-Consultants, Key Experts in more than one Proposal is permissible: NO
12.1	Proposals must remain valid for 120 days after the proposal submission deadline
13.1	<p>Clarifications may be requested no later than 7 days to the submission deadline.</p> <p>The contact for requesting clarification is:</p> <p>Eng. Victor Odula, Deputy Director, Policy & Planning Kenya Roads Board, P.O. Box 73718-00200, Nairobi, Tel: 2722865/6/8, 4980000, Email: info@krb.go.ke; vodiwuor@krb.go.ke;</p>
14 (b)	Estimated input of Key Experts time-input: 75 man-months
14 (d)	Key experts shall not appear in more than one proposal
16.2	A price adjustment provision applies to remuneration rates: No
C. Submission, Opening and Evaluation	
17.1	The consultants shall not have the option of submitting their proposals electronically
17.5	<p>The Consultant must submit:</p> <p>39.3.1. Technical Proposal: one (1) original and one (1) copy</p> <p>39.3.2. Financial Proposal: one (1) original and one (1) copy</p>

18.5	<p>The proposals must be submitted not later than:</p> <p>Date: 1st November, 2022</p> <p>Time: 1200 hours</p> <p>The proposal submission address is:</p> <p>The Director General, Kenya Roads Board, BOX 73718-00200, Nairobi.</p> <p>Tender Box on 3rd Floor, Kenya Re Towers, Upper Hill area Off Ragati Road</p> <p>Information on the outer envelope should also include:</p> <p>TENDER NO KRB/528/2022-2023 PROCUREMENT OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE ROAD SECTOR INVESTMENT PROGRAMME (RSIP) III (2023 – 2027)</p> <p>DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER OPENING COMMITTEE</p>						
20.1	<p>An online option of submitting tenders is offered: No</p> <p>The opening will be conducted in Kenya Roads Board Boardroom on 3rd Floor, Kenya Re Towers, Upper Hill on 1st November, 2022 at 12.00 noon</p>						
22.2	<p>The criteria, sub-criteria and point system for evaluation of technical proposal is as below:</p> <p>The broad evaluation criteria will be as below:</p> <table border="1" data-bbox="379 1832 1369 1957"> <thead> <tr> <th data-bbox="379 1832 528 1957">Item</th> <th data-bbox="528 1832 1214 1957">Description</th> <th data-bbox="1214 1832 1369 1957">Marks%</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item	Description	Marks%			
Item	Description	Marks%					

1	The Firm’s general and specific experience in assignments related to the assignment	20
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	35
3	Qualifications and competence of the Key Staff for the assignment	45
	TOTAL	100%

The minimum technical score required to pass in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% will proceed for the next stage of financial evaluation while firms that score below 70% will be rejected at this stage and their financial proposals will be returned to them unopened after the end of the procurement process.

DETAILED TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

The technical evaluation will be guided by the following steps that we intend to go through. As indicated in the document only Firms that score at least 70% or more in the technical evaluation will proceed to the next stage of financial evaluation.

Technical evaluation process and rating

The technical evaluation will be carried out in accordance with the criteria as indicated in the RFP. The evaluation will be done in panel form by an evaluation committee so that the members will carry out the evaluation preferably in the same room to enable clarification of issues that may arise and also to ease coordination.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment.

Scoring/rating Procedure

Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However, individual evaluators have the right to stick to their scores without changing them if they strongly feel so. However, they will be expected to justify their position in writing and this will be reflected in the evaluation report.

Unforeseen issues

Each evaluator should record any unique issues not captured in the evaluation process that may have a bearing in the total evaluation. If the evaluators feel strongly that those issues may affect the responsiveness of the tender, the committee will discuss and agree on the next course of action. Material deviation from the TOR, Information that may negate performance of the services etc may lead to disqualification of the tender.

Comments on each firm

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

CRITERION 1

General and specific experience related to the Assignment – Max 20 Marks.

a) Firm’s organization and establishment (6 marks)

- Staff Establishment- **1.5 marks** (10 staff and above (1.5 marks); 6-9 staff (1 mark); less than 6 staff (0 marks))
- Firm’s Turnover for the last two years- **3 marks** (Kshs. 200 million average turnover and above-3 marks (Kshs. 150million- Kshs. 200 million (2 marks); Kshs. 100 million- Kshs. 150 million (1 mark); 50 million -100m average turnover (0.5 marks))
- Office Facilities- **1.5 marks** Modelling software (0.5 marks), field vehicles (0.5 marks, 0.1 mark for each vehicle), Traffic survey equipment (0.5 marks)

b) General and specific experience of the firm to the assignment (14 marks)

- Experience of the firm in feasibility studies in the road sector-**2 marks**

- Specific experience in development of Road Sector Investment Plans- **4 marks**
- Two references that the firm has been engaged in similar assignments over the last fifteen years. - **4 marks** (2 marks each)
- Signed letters of recommendations from two references. - **4 marks** (2 marks each).

CRITERION 2 – Adequacy of proposed Work plan and methodology

Marks - 35 points

This criterion may be subdivided as below.

- (a) Comments on Terms of Reference, on data and facilities to be provided by the client. comments and suggestions that add value - **2 marks**
- (b) Detailed Methodology of how the bidder is going to undertake the assignment and achieve the objectives of the assignment - **24 marks**.
 - Demonstrate understanding of the project scope (**1 mark**)
 - Demonstrate understanding of the data requirements for the assignment, potential sources and data collation process (**3 marks**)
 - Outline the process of collection of analysis of traffic survey data for the assignment (**3 marks**)
 - Describe the HDM-4 Kenyan Workspace, its configuration and calibration parameters and how it will be updated (**4 marks**)
 - Discuss the proposed model for use in the development of the County specific RSIP. (**2 marks**)
 - Describe the methodology for selecting candidate road section for the NTR and County RSIP Programmes (**2 marks**)
 - Describe the process for defining maintenance and improvement standards and determining unit costs for various categories of road interventions (**2 marks**)
 - Discuss the reporting templates for programme and network level analysis (**1 mark**)

	<ul style="list-style-type: none">• Describe the development of the 20 year and 10 year programme analysis and detailed 5 year implementation programme for National Trunk Road Network (2 marks)• Describe the development of the 5 year implementation programme for individual counties (2 marks)• State how you will carry out road asset valuation as part of the assignment (2 marks) <p>(c) Demonstration of how the bidder will undertake transfer of knowledge in line with the ToR (training content, methodology) - 2 marks.</p> <p>(d) Conformity to work plan schedule of the consultancy - 3 marks</p> <p>(e) Conformity to work plan schedule of the key personnel - 2 marks</p> <p>(f) Understanding of project deliverables - 1 mark (correct reports, timelines- 0.5 marks each)</p> <p>(g) Proposal presentation – paging, table of contents, neatness, readability, completeness etc. – 1 mark (0.2 marks for each)</p> <p>CRITERION 3 – QUALIFICATIONS AND COMPETENCE OF KEY STAFF – 45 MARKS</p> <p>This will determine the human resources capacity inbuilt to enable the Firm’s Personnel carry out the assignment to the satisfaction of KRB.</p> <p>CURRICULUM VITAE OF KEY PERSONNEL REQUIREMENTS</p> <p>Please note that any CV not signed by staff member or authorized representative of the firm and without copies of certificates attached shall not be evaluated.</p> <p>1. TEAM LEADER (13 marks)</p> <p>a) Academic qualifications - Bachelor’s degree in Civil Engineering or equivalent from recognized university– 0.5 marks</p>
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	<p>b) Professional qualifications (Professional Engineer with Engineers Board of Kenya or equivalent with valid practicing license) – 1.0 marks</p> <p>c) Membership in professional bodies (Institution of Engineers of Kenya (IEK) or equivalent) – 1.0 mark</p> <p>d) Professional experience of at least 15 years in transport programmes - 3 marks,</p> <p>e) 5No. projects of similar nature (RSIP/ feasibility studies) as a team leader – 5.0 marks (1.0 marks per project)</p> <p>f) Proficiency in HDM-4 (1.5 marks)</p> <p>g) Experience in the region -1.0 marks</p> <p>2. Transport Economist (9 marks)</p> <p>a) Academic qualifications - Bachelor’s degree in Transport Economics or equivalent/ Civil Engineering with post qualification in economics or equivalent from recognized university– 1.0 mark</p> <p>b) Adequacy and experience - General experience of 15 years in Transport sector- 2.0 marks,</p> <p>c) 5No. projects of using highway asset management economic evaluation tools such as HDM-4 – 5 marks (1 mark per project)</p> <p>d) Experience in the region -1.0 marks</p> <p>3. Road Maintenance Engineer/ Highway Asset Management Engineer (9 marks)</p> <p>a) Academic qualifications - Bachelor’s degree in Civil Engineering or equivalent from recognized university– 0.25 marks</p> <p>b) Professional qualifications (Professional Engineer with Engineers Board of Kenya or equivalent with valid practicing license) – 0.75 marks</p> <p>c) Membership in professional bodies (Institution of Engineers of Kenya (IEK) or equivalent) – 0.5 marks</p> <p>d) Adequacy and experience - General experience of 15 years in Highway Engineering- 2 marks,</p> <p>e) Specific experience in road management data collection, analysis, experience in road maintenance and in the development of asset management lifecycle plans (1.5 marks each) – 4.5 marks</p>
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	<p>f) Experience in the region -1.0 marks</p> <p>4. Traffic Engineer (6 marks)</p> <p>a) Academic qualifications - Bachelor’s degree in Civil Engineering or equivalent from recognized university– 0.25 marks</p> <p>b) Professional qualifications (Professional Engineer with Engineers Board of Kenya or equivalent with valid practicing license) – 0.5 marks</p> <p>c) Membership in professional bodies (Institution of Engineers of Kenya (IEK) or equivalent) – 0.25 marks</p> <p>d) Adequacy and experience - General experience of 12 years in Highway Engineering- 1.5 marks,</p> <p>e) Specific experience in network traffic surveys and analysis (3 marks each) – 3 marks</p> <p>f) Experience in the region -0.5 marks</p> <p>5. Highway Asset Management Systems Specialist (6 marks)</p> <p>a) Academic qualifications - Bachelor’s degree in Information Technology or equivalent from recognized university– 0.5 marks</p> <p>b) Adequacy and experience - General post graduate experience of 10 years in Information Technology – 0.5 marks,</p> <p>c) Specific experience in database development and maintenance, working with HDM-4 or similar (1.5 marks each)– 4.5 marks</p> <p>d) Experience in the region (fluency in English, knowledge of local culture and administrative system)- 0.5 marks</p> <p>6. Statistician (2 marks)</p> <p>a) Academic qualifications - Bachelor’s degree in Statistics or equivalent from recognized university– 0.25 marks</p> <p>b) Adequacy and experience - General post graduate experience of 8 years– 0.25 marks,</p> <p>c) Specific experience in roads data analysis and working knowledge of one data analysis software (0.75 marks each)– 1.5 marks</p>
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29.1	<p>The weights given to the Technical and Financial Proposals are: Technical Proposal-(0.70) Financial Proposal - (0.30)</p> <p>The formulae for determining the Financial Score (Sf) shall, be as follows:-</p> <p>$Sf = 100 \times \frac{FM}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
31.1	The stand still period is 14 days

SECTION 3:

TECHNICAL PROPOSALS

SECTION 3: TECHNICAL PROPOSALS

A). Notes on the preparation of the Technical Proposals

1. In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
2. The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
3. The Technical proposal shall not include any financial information.

B.) TECHNICAL PROPOSAL STANDARD FORMS

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 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 (specify website) during the procurement process and the execution of any resulting contract.
- l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- j) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.
- k) 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}

APPENDIX 1 TO FORM TECH-1: - CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

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

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

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

- the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
 8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name:

Title:

Date

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

APPENDIX 2 TO FORM TECH-1: - 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 process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect 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.

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. Provide list of two (2) previous similar assignments successfully completed in the last fifteen (15) years using the format in table below.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), recommendation letters, performance certificate, etc.; which shall be included in the proposal.

FORM FOR FIRM’S REFERENCES

Two (2) relevant references for services carried out in the last fifteen (15) years that BEST illustrate qualifications

Using the format below, provide information on each assignment for which each firm in the Consortium either individually or as a corporate entity or in association, was legally contracted

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N ^o of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i>):	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: Signatory:	Name and Title of

Additional Information required from the Bidders

- a) Bidders to submit market financial strength supported by the last two years audited financial statements duly certified and signed by a Certified Public Accountant
- b) Bidders to submit copies of certificates of current business trade licenses from relevant County Government.

FORM TECH- 3: COMMENTS AND SUGGESTIONS

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

(a) Comments on the Terms of Reference

Section/Page	Clause	Item Description	Comments/Suggestions

(b) Comments on the data, services and facilities to be provided by the Client, and on any other section of this RFP Document:

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}

Section /Page	Clause	Item Description	Comments/Suggestions

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

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.** *{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.*
- b) **Work Plan.** *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
- c) **Organization and Staffing.** *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Deliverables	Months from start of assignment														
	1	2	3	4	5	6	7	8	9	10	11	12	13	...	18

-
- 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.
-

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

Name	Position	Activities	Assignments for twenty-four months												No. of man days	
			1 st Month	Etc.										18 th Month		
Total No. of man days																

Completion and Submission of Reports

Reports	Date
1.	
2.	
3.	
4.	

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	<i>{e.g., K-1, Team Leader}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
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
<i>[e.g., May 2011 - present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbbb, deputy manager]</i>		

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 of assignments and deliverables the expert will be involved in	

Expert's contact information :2

(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.

{day / month/year}

Name of Expert____Signature____Date__

{day / month/year}

Name of authorized Representative of the Consultant __Signature.___Date__

(C.V’S NOT SIGNED BY OWNER OR AUTHORISED REPRESENTATIVE AND WITHOUT CERTIFICATES ATTACHED SHALL NOT BE EVALUATED)

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

Preliminary examination / substantive responsiveness

Bidders who do not meet the mandatory conditions below shall be declared non-responsive and their tenders shall not be evaluated further.

1. Bidder should be registered under the relevant law. Proof of incorporation and registration to be indicated. For engineering firms, proof of registration with Engineers Board of Kenya or equivalent as a Consulting firm is also required. In case of a joint venture or association each member must submit the information.
2. Bidder to submit a Copy of Letter of Association signed by an authorized representative of each member of associating firm for Joint Ventures or Associations. The letter should indicate the lead firm and the nature of association.
3. Bidder to submit valid copy of tax compliance certificate from Kenya Revenue Authority should be submitted. In case of a joint venture or association each member must submit the information.
4. The proposals must remain valid for 120 days from the date of submission of the tender.
5. Bidder must fill the self-declaration form on debarment in the format provided.
FORM SD-1
6. Bidder must fill the self-declaration form on corruption and fraudulent practices in the format provided. **FORM SD-2**
7. Bidder must fill the self-declaration form on code of ethics in the format provided.
FORM SD-3
8. The Technical Proposal **MUST** be signed by the person with power of attorney, without material deviation, reservation, or omission.
9. Reserve at least 75% of employment opportunities for Kenyan citizens of which not less than 50% shall be reserved for Kenyan professionals as key staff.

FORM TECH 8: SELF-DECLARATION FORMS

FORM SD-1

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 SD-2

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 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 servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

FORM SD3

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory:

Sign:

Position:

Office address: Telephone:

E-mail:
.....

Name of the Firm/Company:

Date:

(Company Seal/ Rubber Stamp where applicable)

Witness

Name:

Sign:

Date:

SECTION 4:

FINANCIAL PROPOSALS

SECTION 4: FINANCIAL PROPOSALS

FORM FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}
To: [Name and address of Procuring Entity]

Dear Sirs:

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

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

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

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	Description of Item	Amount (KShs)
A	Staff Remuneration	
B	Field Allowances	
C	Transport	
D	Miscellaneous Expenses	
E	Subtotal (A+B+C+D)	
F	Contingencies :5% of (E)	
G	VAT : 16% of (E+F)	
H	Total Amount of Financial Proposal (E+F+G)	

FORM FIN-3A: BREAKDOWN OF REMUNERATION

	A. REMUNERATION	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
			Ksh		Ksh
	1. Key Staff				
1.	Team Leader/HDM-4 Expert	Staff-Month	18		
2.	Transport Economist	Staff-Month	15		
3.	Road Mtce Eng./Highway Asset Mgt Eng.	Staff-Month	15		
4.	Highway Asset Mgt System Specialist	Staff-Month	12		
5.	Traffic Engineer	Staff-Month	7		
6.	Statistician	Staff-Month	8		
	2.Non Key Staff				
1.	Assistant Engineers (4No.)	Staff month	36		
	Sub-Total 2				
	Sub-Total (A) Staff Remuneration c/f to Summary Price Proposal				

	B. FIELD ALLOWANCES	Unit	Quantity	Rate (Ksh)	Amount (Ksh)
1.	Team Leader/HDM-4 Expert	Days	150		
2.	Transport Economist	Days	100		
3.	Road Mtce Eng./Highway Asset Mgt Eng.	Days	150		
4.	Highway Asset Mgt System Specialist	Days	100		
5.	Traffic Engineer	Days	200		
6.	Statistician	Days	100		
7.	Asst Engineer	Days	800		
8.	Asst. Statisticians	Days	360		
9.	Enumerators	Days	4000		
	Sub-Total (B) Field Allowances c/f to Summary Price Proposal				

	C. TRANSPORT	Unit	Quantity	Rate Ksh.	Amount Ksh.
1.	Consultant's Transport	Veh-Month	30		
2.	Air Tickets (international)	Lumpsum			
3.	1No. Brand New 4 Wheel Drive vehicle 2500-3200cc for Project Management Team	Provisional Sum	1		9,500,000.00
4.	Profits and Overheads on Item No. 3	%			
5.	Project Manager's vehicle Running Costs (service, insurance, driver, ETC, fuel)	Veh-Month	18		
Sub-Total (C) Transport c/f to Summary Price Proposal					

D. MISCELLANEOUS

	Item	Unit	Quantity	Rate Ksh.	Amount Ksh.
1.	Traffic Survey along 400No. census points on Classes A,B,C & D roads across the country	Provisional Sum			40,000,000
2.	Consultant's profits and overheads on item no. 1	%			
3.	Office running cost	Months	18		
4.	Reports Production	Lumpsum	1		
5.	2No. Graduate Interns	Provisional Sum			4,000,000
6.	Consultant's profits and overheads on item No. 5	%			
7.	Stakeholder workshops	Provisional Sum			12,250,000
8.	Consultant's profits and overheads on item No. 7	%			
Sub-Total (D) Miscellaneous Expenses c/f summary of Price Proposal					

SECTION 5:

TERMS OF REFERENCE

SECTION 5: TERMS OF REFERENCE

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE ROAD SECTOR INVESTMENT PROGRAMME (RSIP) III (2023 – 2027)

1.0 General

Roads are the predominant mode of transport in Kenya with an asset value of about Kshs. 3.5 trillion representing a big portion of the country's public investments. Kenya's classified road network comprises 161,821km of which about 21,000km is paved and the rest unpaved. Given its contribution to the country's socio-economic development and the public investment it represents, the roads network must be continuously developed, managed and maintained in a prudent and effective manner.

Section 34(1) of the Kenya Roads Act, 2007 provides that the Minister shall once in every five years, in consultation with the Road Authorities and Kenya Roads Board cause to be prepared a road investment program for approval by the Minister responsible for finance. It further states that the Road Investment Programme (RSIP) shall outline development and maintenance priorities costed and that annual work programmes prepared by or implemented by an Authority shall also be based on the approved RSIP. The RSIP also forms the basis for funds allocation.

In order to have an objective and scientific system to assist decision-makers in the allocation of resources for road maintenance and development that is consistent with the actual needs of the road network, Highway Development and Management tool (HDM-4) has been in use during the first two phases of the programme. The first phase was 2010-2014 while the 2nd phase was 2018-2022. The implementation of the 2nd phase was concluded in June 2022.

There is need to have better appreciation of the effect of various investment levels and its long-term impact on the condition of the road network, the road users and the environment. In the allocation of resources, there is need to have a mechanism that ensures optimum and equitable distribution and avoids skewedness to any class or type of road within the network. In the face of scarce resources, the determination of road investment priorities that yield maximum returns to the economy of Kenya is also of concern to the Government.

The Highway Development and Management tool (HDM-4) has been recommended for the planning, programming and budgeting activities of the national trunk and county road network. This is to ensure that strategic planning and subsequent programming of road works activities are based on objective assessments of the needs of the road network; and that the needs of the road network are addressed through a strategic planning process. In this way, managers of the different road sub-networks will have the opportunity to examine various policies and strategies options and their impacts on programming of work activities in the face of scarce resources.

Since the model is designed to be used in a wide range of environments, calibration and configuration of HDM-4 provides the facility to customise system operation to reflect the norms that are customary in the environment under study. Default data and calibration coefficients can be defined in a flexible manner to minimise the amount of data that must be

changed for each application. Default values are supplied with the models, but these are all user-definable and facilities are provided to enable this data to be modified.

Since the HDM-4 model simulates future changes to the road system from current conditions, the reliability of the results is dependent upon two primary considerations:

- How well the data provided to the model represent the reality of current conditions and influencing factors, in the terms understood by the model; and,
- How well the predictions of the model fit the real behaviour and the interactions between various factors for the variety of conditions to which it is applied.

The former relates to the correct interpretation of data input requirements and achieving a quality of input data that is appropriate to the desired reliability of the results. The latter refers to calibration of outputs, and it concerns adjusting the model parameters to enhance how well the forecast and outputs represent the changes and influences over time and under various interventions in Kenya.

Application of the model thus involves two important steps:

- (i) *Data input*: a correct interpretation of the data input requirements and achieving a quality of input data that is appropriate to the desired reliability of the results.
- (ii) *Calibration of outputs*: adjusting the model parameters to enhance how well the forecast and outputs represent the changes and influences over time and under various interventions in Kenya. Calibration of the HDM model focuses on the components that determine the physical quantities, costs and benefits predicted for the Road Deterioration and Works Effects (RDWE), Road User Effects (RUE), Traffic Characteristics and Socio-Economic Effects (SEE) analysis.

The prediction of road deterioration constitutes the backbone for life-cycle analysis and economic assessment in HDM-4. Thus, the importance of carrying out a proper calibration of the road deterioration models to Kenya conditions can scarcely be over-stressed. During the development of RSIP II, the HDM-4 was calibrated to Kenyan conditions and a Kenyan Workspace developed. However, this will need to be reviewed and updated to be aligned to the current environment based on the lesson learnt after it was first calibrated.

Due to the independence of budgeting between the National Government and individual County Governments, the third Road Sector Investment Programme will be for the National Trunk Roads separately and for each of the 47 County Governments. Development and Maintenance priorities will be established for each County based on their projected budgets and desired budget scenarios.

The 2nd RISIP having expired in June 2022 and with the need to establish road development and maintenance priorities for the next 5 years, the Government intends to procure the services of a Consultant to collect and collate road network data necessary for economic analysis, review and update the HDM-4 Kenyan Workspace and prepare the 3rd phase of the Road Sector Investment Programme (2023-2027) and is the subject of these terms of reference.

2.0 Objectives

The objectives of the Consultancy are:

- (i) To Collect and Collate Road Network Data necessary for the development of RSIP III
- (ii) To improve the configuration and calibration parameters of HDM-4 Kenyan Workspace. The update of configuration and calibration parameters will be done for the latest version of HDM-4
- (iii) To develop a detailed short term (5-year) 2023-2027 and medium term (10-year) 2023-2032 Road Sector Investment Programme for National Trunk Roads and County specific investment plans anchored on long term sector plans, county integrated development plans and national priorities.
- (iv) To establish the road asset value

3.0 Scope of Work

The RSIP will cover prioritized development and maintenance interventions for the entire road network over the 5-year and 10-year plan periods (Routine and periodic maintenance, rehabilitation, reconstruction, upgrading, new construction).

In addition, the RSIP will consider all funding sources available for road maintenance and development (exchequer, development partner funds, road maintenance levy fund and county budgets for roads).

The Consultant to be engaged shall carry out this assignment by applying sound technical and professional practices and methods, and shall refer to available documentation, reports and plans produced during previous studies in order to meet the stated objectives. The Consultant shall have in-depth discussions with the management of all the road agencies and county governments responsible for the development and management of the road asset in Kenya. In identifying investment prospects, the Consultant shall take cognizance of the views of various groups of stakeholders and beneficiaries whose economic improvement depends on the road infrastructure.

The HDM-4 system requires a number of key inputs that need to be configured and comprises several models that are designed to be calibrated to local conditions in order to ensure accurate prediction of pavement performance and road user costs. As part of the HDM-4 implementation in Kenya it is necessary to reconfigure the model and recalibrate the various models in HDM-4, thus; Road Deterioration and Works Effects (RDWE); and Road User Effects (RUE) Traffic Characteristics.

The scope of work envisaged in the configuration and calibration of HDM-4 to suit the Kenyan road transport environment and to prepare the 3rd Phase of Road Sector Investment Programme (2023 – 2027) are outlined below.

3.1 Configuration

The primary objective of configuration is to make the analysis from the model relevant and compatible to the environment in Kenya by restructuring default configuration data in line with local conditions, standards and practices.

HDM-4 configuration shall involve a number of activities that include the following:

- (i) Provision of information on the climatic conditions prevailing in Kenya, different road types and functional classes, and the pavement types that constitute the road network.
- (ii) Definition of the general characteristics of traffic flow on the different road types in the network; the traffic bands, traffic composition by representative vehicle types and traffic growth rates pertaining to each road type/class. Types of accidents predominant on each road type and accident rates have to be determined.
- (iii) Definition of road surface condition in aggregate form (e.g. good, fair, poor) based on measures of surface distresses (e.g. cracking, ravelling, rutting, potholes, edge-break, roughness, thickness of gravel) to conform to local standards and practices.
- (iv) General assessment of quality of road construction in Kenya using strict adherence to technical specifications and design standards as a measure of full compliance in order to reflect local quality control regime.
- (v) Estimation of pavements strength of the various road types and classes expressed in terms of structural number and deflection.

3.2 Calibration

Calibration of HDM-4 is intended to improve the accuracy of predicted pavement performance and vehicle resource consumption. The pavement deterioration models incorporated in HDM-4 were developed from results of large field experiments conducted in several countries. Consequently, the default equations in HDM-4 if used without calibration, would predict pavement performance that may not accurately match that observed on specific road sections. A fundamental assumption made prior to using HDM is that the pavement performance models must be calibrated to reflect observed rates of pavement deterioration on the roads where the models are applied. The extent of HDM calibration may be defined as follows:

- Level 1: *Application:*
Determines the values of required input parameters based on a desk study of available data and engineering experience of pavement performance, adopts many default values and calibrates the most sensitive parameters with best estimates
- Level 2: *Verification:*

Requires measurement of additional inputs and moderate field surveys to calibrate key predictive relationships to local conditions

- Level 3: *Adaptation:*

Experimental data collection required to monitor the long-term performance of pavements within the study area, which data should be used to enhance the existing predictive relationship or to develop new and locally specific relationships for substitution in the source code for the model

The Consultant will be responsible for collection and collation of the road network data necessary for this assignment.

For this assignment, the target level of the calibration study is Level 2 calibration and will concentrate on the most important parameters as measured by impact sensitivity. Impact elasticity is the ratio of the percentage change in a specific result to the percentage change of the input parameter, holding all other parameters constant at a mean value. The selection of parameters for calibration must be guided by the HDM-4 sensitivity classes.

HDM-4 has four classes of model sensitivity, which have been established as a function of the impact elasticity. The higher the elasticity, the more sensitive the model predictions. These classes are listed in Table 1.

Table 1: HDM-4 Sensitivity Classes

Impact	Sensitivity class	Impact elasticity
High	S-I	> 0.50
Moderate	S-II	0.20 - 0.50
Low	S-III	0.05 - 0.20
Negligible	S-IV	< 0.05

Source: HDM-4 Series Volume 5 "A Guide to Calibration and Adaptation".

HDM-4 Volume 5 recommends that efforts should be based on the results of these sensitivity analyses. Those data items or model coefficients with moderate to high impacts (S-I and S-II) should receive the most attention. The low to negligible impact (S-III and S-IV) items should receive attention only if time or resources permit. One usually assumes the default HDM-4 values for S-III and S-IV items since these will generally give adequate results.

3.3 Phases of Study

The scope of services is structured into two phases as follows:

Phase 1

The first phase of the study focuses on updating the configuration of key inputs of HDM-4 and refining the calibration of HDM-4 road deterioration and road works effects models. The specific tasks are as follows:

- (i) Review of Data and Data Management Regime
- (ii) Collection and Collation of traffic data
- (iii) Calibration of HDM-4 Road Deterioration Models
- (iv) Calibration of HDM-4 Road Works Effects Models
- (v) Revision of Equivalent Standard Axle Load Factors for the representative Vehicle Fleet
- (vi) Definition of Accident Classes and Accident rates
- (vii) Determination of Speed Reduction Factors due to non-motorised transport (NMT) and Roadside activities
- (viii) Review of HDM-4 Configuration parameters
- (ix) Producing a revised Customised HDM-4 Workspace for Kenya

Phase 2

The second phase of the study shall involve the following main tasks:

- Developing additional reporting templates for Network level analyses (programme analysis and strategic planning).
- Providing support to Ministry responsible for roads and associated agencies and County Governments in preparing a multi-year works programme for the 3rd Road Sector Investment Programme (RSIP 2023-2027) using HDM-4 model.

4.0. Detailed Tasks

4.1 Phase 1

The detailed activities to be undertaken during the first phase will include but not be limited to the following:

- (i) Review of Data and Data Management Regime

Review the current data management regime within KRB, KeNHA, KURA and KeRRA and recommend improvements necessary to ensure that each authority collects and manages data in a manner that is sustainable and aligns with international best practice as well as the concept of Information Quality Level (IQL). The review shall identify suitable data for use in calibrating HDM-4 models; the Consultant shall provide recommendations on how gaps in data should be addressed.

- (ii) Collection and collation of traffic data

- The Consultant shall conduct a traffic survey on road classes A,B,C,D based on established census points and conduct 36-hour traffic counts (2 days and 1 night). The Traffic data shall be georeferenced to all road links.

- Analysis of Traffic Census Points and computation of ADT and AADT. The Consultant shall liaise with related Road Agencies in order to obtain data from continuous traffic count stations for determination of seasonal correction factors.
- Develop temporal adjustment factors (seasonal, monthly, weekly and daily factors) and other engineering factors (PHF, DHV)
- The following factors should be considered while selecting links and traffic census locations for National trunk roads (Class A, B, C including urban) and Class D County roads:
 - Probable change in traffic volumes at major intersections
 - Change of land use abutting the roads
 - Population and settlement patterns
 - Status of the road in the links (Bituminous, Gravel, Condition)
- Prepare a traffic survey report.

(iii) Calibration of HDM-4 Road Deterioration Models

The calibration of road deterioration models shall focus on those parameters with high impact elasticity and defects that are prevalent in Kenya and should typically include but not be limited to: ride quality (roughness), rut depth, cracking, potholes, edge break and material loss. In performing the calibration, the consultant shall consider key variables that influence performance of roads in Kenya including: climate, road surface class (bituminous and unsealed), and different pavement types within each surface class.

(iv) Calibration of HDM-4 Road Works Effects Models

The Consultant shall identify road work types applied in Kenya and classify these under the broad categories of preservation and development. Preservation involves performing maintenance works to offset the deterioration of roads as well as to lower road user costs while development is concerned with expanding the capacity of the network through the provision of stronger pavement and the improvement of the geometric characteristics in a manner that minimizes the total costs of road transport and mitigates environmental impacts. The consultant shall calibrate the effects of each work type to reflect local observation and norms in Kenya.

(v) Review of Equivalent Standard Axle Load Factors (ESALF)

The ESALF values specified in the current HDM-4 Workspace for Kenya was updated during the development of RSIP II. The consultant shall therefore use data from various weigh bridges in Kenya to review ESALF for each representative vehicle type. This task is also important for determining fair road user charges commensurate with the damage caused by each vehicle type.

(vi) Definition of Accident Classes and Accident Rates

The Consultant shall review road accident data held by the National Transport Safety Authority and use this to form the basis for defining typical accident classes for HDM-4 analysis in Kenya. Accident classes should reflect road characteristics and be defined by accident rates for components such as fatality, injury and damage only.

(vii) Determination of Speed Reduction Factors

In order to model traffic flows and effects on vehicle operating costs, HDM-4 considers three types of friction: (1) friction to motorized transport arising from roadside activities; (2) friction to motorized transport due to the presence of non-motorized transport; and (3) friction to non-motorized transport arising from motorized transport using the road. There is a need to adjust default values for this friction factors in HDM-4 to reflect site specific observations. The Consultant shall develop a transparent and robust methodology for specifying the speed reduction factors to be used for HDM-4 analysis in Kenya.

(viii) Review of HDM-4 Configuration

The Consultant shall review and update the following HDM-4 configuration datasets, and rationalize the nomenclature where necessary to facilitate data handling and management in HDM-4:

- a) Aggregate data tables;
- b) Speed-flow types;
- c) Traffic-flow pattern;
- d) Climate zones; and
- e) Calibrated model factors

(ix) Produce an RSIP III Data Collation Report

After assessment of the data needs in the initial assignment stages, collection of critical data such as traffic, road user costs and collation of existing data obtained from various source such as RICS data, accident data, overloading data climate data etc, the Consultant will be expected to prepare a report that summarizes all the data, mode of collection/ collation, sources, costs, and challenges in obtaining the data, if any. This shall form the basis for the economic analysis using the adopted models for National Trunk Roads and for County Roads.

(x) Produce an Updated Customized HDM-4 Workspace for Kenya

Following completion of the configuration and models calibration, the Consultant shall produce an updated customized HDM-4 Workspace for Kenya. The following data managers shall be updated:

- a) Vehicle fleet characteristics and resource consumption unit costs;
- b) Traffic growth rates;
- c) Default unit costs of road works in financial and economic terms;

- d) Maintenance standards;
- e) Asset valuation parameters;
- f) Configuration datasets;
- g) Project analysis case studies;
- h) Programme analysis case study; and
- i) Strategy analysis case study

For the Road Economic Decision (RED) Model, the Consultant shall adopt part of the data managers developed for HDM-4 analysis which are applicable for the low volume roads.

4.2 Phase 2

The specific scope of work and detailed activities to be undertaken during the second phase of the project shall include the following:

a. Reporting Templates for Programme and Network Level Analysis

The Consultant shall produce bespoke HDM-4 report templates. The detail that shall underpin these templates shall be agreed with the client during the project inception phase. The reporting templates shall typically comprise the following:

- (i) *Prioritized Multi-year Programme of Works*: comprising road section name, geographical location by region or county, type of works (routine, periodic and improvement), year in which work is scheduled, budget constraints applied and financial costs of works;
- (ii) *Average Annual Road Network Condition Profile*: by road agency and road class aggregated into three condition bands of Good, Fair and Poor.
- (iii) *Annual Investment Profile*: by treatment type including recurrent, periodic and improvement works by road agency;
- (iv) *Annual Profile of Road Network Maintenance Coverage*: calculated as a proportion of the existing network at the start of an analysis.

The Client may specify additional reporting requirements during the project inception stage.

b. In consultation with RSIP Working Group, prepare the 5-year and 10-year Road Sector Investment Programme (2023 – 2027, 20223-2032) for the National Trunk Roads and 47No. RSIP for the 47 County Governments

The Consultant shall provide advisory and technical support to the Client staff responsible for preparing the next RSIP for Kenya. The nature and scope of this support shall include but not be limited to:

- (i) Review the policy framework relating to road development and management in the country in order to anchor the 5-year RSIP on the current national priorities and long-term development plans;

- (ii) Evaluate the implementation status of the 2nd Phase of RSIP, identify gaps in the implementation and determine the current level of road contract commitments;
- (iii) Develop a methodology for selecting candidate road section for the RSIP Programme;
- (iv) In collaboration with the RSIP WG, formulate a robust prioritization methodology for development and maintenance interventions that takes into consideration economic efficiency, equity and other criteria that are important to road sector stakeholders in Kenya;
- (v) Specify data needs necessary to inform the analysis including road inventory and condition data (including visual condition and International Roughness Index), traffic data (available at KRB for 2022), road pavement strength data (such as Falling weigh deflectometer measurements), vehicle operating costs etc.;
- (vi) Collect and collate input data required for RSIP III. The Consultant collated data shall be reviewed by the Consultant for validation by the Working Group
- (vii) In consultation with RSIP WG, define maintenance and improvement standards and determine unit costs for various categories of road interventions; Reference shall be made to the Road User Cost Index developed by KRB in 2022.
- (viii) Providing technical advice in implementing the proposed methodology under budget constraint and develop a 20 year and 10-year program analysis for period (2023 – 2042) and detailed 5 year implementation programme consisting of prioritized road interventions with budgets;
- (ix) Facilitate 1No. stakeholders' workshop for 200 pax. to present the draft National Trunk Road RSIP for adoption;
- (x) Facilitate 3No. Regional Stakeholders workshops for 200 pax each to present the draft County Specific RSIP
- (xi) Carry out training and technology transfer for RSIP WG, KRB and Road Agency and County Government staff to prepare the 5-year RSIP using adopted models.
- (xii) Establish the current valuation of the road asset in Kenya.

5. Transfer of Knowledge

To ensure sustainability of the systems developed, including periodic update of the RSIP, the Consultant shall work closely at all stages with the RSIP WG and relevant KRB, Road Agency and County personnel who will be trained at different stages on the development process of the RSIP.

The Client shall nominate 2No. Graduate Interns to be attached to the Consultant for the duration of the assignment as part of Knowledge Transfer.

6.0 Deliverables and timescales

The consultant will prepare the following reports and deliverables: -

- (i) **Inception report**, to be submitted **one (1) month** after commencement of the consultancy. The report will give a conceptual view of the assignment as discussed and agreed with the Client and provide a detailed methodology, and a detailed work plan with information on approach to fulfilment of the assignment. The report will include the RSIP III Data needs, proposed models for use in analysis, as a concurrence with the Client or alternative models.
- (ii) **Traffic Survey Report** - to be submitted six months after the commencement of the assignment and captures the traffic data for the selected networks and its analysis.
- (iii) **Interim Report** - to be submitted within seven months after commencement of this assignment. The report will summarize all data collected and collated and status of the development of the RSIP III (2023 – 2027). The data shall include, but not limited to, Traffic data, RICS, Accident, Axle Load, budgets, climate, unit costs. The Interim Report will also contain the Updated HDM-4
- (iv) **Draft RSIP reports for NTR and 47No. County Governments**, to be submitted **eleven (11) months** after commencement. The report will present the prioritized development and maintenance interventions for the National Trunk Road network and the individual County Road Networks respectively, over the next 10-year plan period (2023 – 2032). The NTR RSIP III Report will also include 10 year and 20 year programme analysis.
- (v) **3No. Stakeholders Workshop reports**. The report will document the proceedings of the stakeholders' workshop, to be conducted in the **twelve (12) months** after commencement, including presentations made and recommendations arising from the workshop and will be produced within two weeks of holding the workshop.
- (vi) **Draft Final RSIP III Report for NTR and 47 Counties respectively**, to be submitted **fifteen (15) months** after commencement. This report shall incorporate comments made during the stakeholders' workshop and other formal comments received with respect to the Draft RSIP report.
- (vii) **1 No. validation workshop report**. The report will document the proceedings of the stakeholders' workshop on the Draft Final RSIP III, to be conducted sixteen **(16) months** after commencement, including presentations made and recommendations arising from the workshop and will be produced within two weeks of holding the workshop.
- (viii) **Final RSIP III Report** to be submitted eighteen **(18) months** after commencement. This report shall incorporate comments made during the stakeholders' workshop and other formal comments received with respect to the Draft RSIP report.

- (ix) **Final HDM-4 Workspace** - to be submitted 16 months after commencement with the final RSIP III report.
- (x) **Road Asset Valuation Report**- to be submitted together with the Final RSIP III Outputs and indicate in summary the analysis and final determination on the asset value.

All documents and reports shall be submitted in 3 formats, viz, Printed Copy (10 No.), Ms office document and Portable Document Format (pdf).

The ownership of the reports/ documents at the end of the Consultancy will be vested in the Client and all information generated cannot be used for any other purpose without the express authority from the Client.

7.0 Qualifications, Skills and Team Composition

The Consultant’s team will include qualified personnel with extensive international and regional experience in road engineering, road asset management, transport economics, road maintenance management and traffic engineering. The consulting firm shall have sufficient qualified personnel and resources, including international technical expertise and advisors, to provide all necessary professional, technical, and expert services, as required to accomplish all the services described above within the prescribed time.

Participation by nationals among proposed key staff will be an added advantage to enhance local capacity and technology transfer.

The Consultant shall assemble a team for undertaking the scope of work and tasks described above. In responding to the Terms of Reference, consultancy organizations will provide curriculum vitae, roles and responsibilities and a written statement of exclusivity and availability of key experts who will be working on the project.

The following key personnel (whose experience and responsibilities are briefly described) will be considered in evaluation of the technical proposals. Other expertise as required for the services to be rendered should be included as necessary and to reflect the Consultant’s responsiveness to the Terms of reference.

i. Team Leader (estimated staff time inputs - 18 staff months)

Qualification and Skills	<p>BSc degree in Civil Engineering or equivalent.</p> <p>A Professional Engineer with Engineers Board of Kenya or equivalent.</p> <p>A member of the Institution of Engineers of Kenya or equivalent</p> <p>Excellent knowledge and understanding of ‘best practice’ in HDM-4</p>
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	Fluency in English language, both written and oral
General Professional experience	At least 15 years of professional experience in the implementation of transport programmes.
Specific Professional experience	<p>The Team Leader shall be a professional with strong organizational skills. He/she must have extensive knowledge of international best practices in road planning, engineering, economics, institutional assessment, contract procedures and project follow-up. He/she shall also have a proven track record of successfully managing and coordinating as team leader a diverse group of professionals in accomplishing studies at least 5 projects of similar nature and complexity to this assignment.</p> <p>The Team Leader must have had specific experience of managing consultancy teams working on feasibility studies and preparation of road sector investment programmes in at least two road projects of similar size and complexity in sub-Saharan Africa.</p>
Key Responsibilities	<p>Overall management and lead of all project activities.</p> <p>Coordinate and supervise the consultancy team and be the primary point of contact.</p> <p>Guide the calibration of HDM-4</p> <p>Conduct training of the RSIP Working Group, KRB, Road Agency and County staff</p>

ii. Transport Economist (estimated staff time inputs -15 staff months)

Qualification and Skills	<p>Degree in Transport Economics or Equivalent/ Civil Engineering degree with post qualification in Economics or</p> <p>Fluency in English language, both written and oral.</p>
General Professional experience	At least 15 years of professional experience in the transport sector.
Specific Professional experience	<ul style="list-style-type: none"> • Proven experience in applying HDM-4 for asset investment appraisal methodologies for the transport sector; • Strong knowledge in applying asset management decision support tools for investment appraisal; • At least 5 projects of using highway asset management economic evaluation tools such as HDM-4 at project level • Experience in transitioning and/or developing countries;

Key Responsibilities	<p>Formulating the methodology for developing RSIP.</p> <p>Leading the updating of vehicle fleet characteristics and vehicle resource consumption; traffic characteristics including growth rates and axle loading.</p> <p>Assist Team Leader to prepare the RSIP reports.</p>
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iii. Road Maintenance Engineer / Highway Asset Management Engineer (estimated staff time inputs – 15 staff months)

Qualification and Skills	<p>B. Sc Degree in Civil Engineering or equivalent</p> <p>Registered as a Professional Engineer with Engineers Board of Kenya (EBK) or equivalent and a Member of the Institution of Engineers of Kenya (IEK) or equivalent</p> <p>Fluency in English language, both written and oral</p>
General Professional experience	<p>At least 15 years of professional experience for which a substantial part related to road maintenance and/or highway asset management. Working knowledge and understanding of HDM-4</p>
Specific Professional experience	<ul style="list-style-type: none"> • Specific Experience in road management data collection, management and analysis • At least 10 years’ experience working in road maintenance or highway asset management sector • Experience in the development of asset management lifecycle plans • Working experience in Kenya
Key Responsibilities	<p>Lead the development of requirements for asset management decision systems and coordinate the collection and management of data by Road Agencies. Definition of road work standards and intervention criteria and the calibration of RD and WE models.</p>

iv. Highway Asset Management Systems Specialist (estimated staff time inputs – 12 staff months)

Qualification and Skills	<p>B. Sc Degree in Information Technology or equivalent.</p> <p>Fluency in English language, both written and oral</p>
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General Professional experience	10 years post graduate working experience.
Specific Professional experience	<ul style="list-style-type: none"> • Specific experience in software development and programming • Working experience in database development and management • A background of working with HDM-4 or similar.
Key Responsibilities	Lead the development and implementation of reporting templates and customisation of methodology for developing RSIP.

v. Traffic Engineer (estimated staff time inputs -7 staff months)

Qualification and Skills	<p>B. Sc Civil Engineering or equivalent</p> <p>Registered as a Professional Engineer with Engineers Board of Kenya (EBK) or equivalent and a Member of the Institution of Engineers of Kenya (IEK) or equivalent</p> <p>Fluency in English language, both written and oral</p>
General Professional experience	12 years post graduate working experience.
Specific Professional experience	<ul style="list-style-type: none"> • Specific experience in network traffic surveys and analysis • Traffic Surveys and analysis in at least 5 No. Projects • Working knowledge of traffic data analysis software
Key Responsibilities	Coordinate and lead the traffic data collection, collation and analysis; formulation of data collection templates, training of field staff prior to data collection, traffic data analysis and preparation of traffic survey report

vi. Statistician (estimated staff time inputs -8 staff months)

Qualification and Skills	<p>B. Sc Degree in Statistics or equivalent</p> <p>Fluency in English language, both written and oral</p>
General Professional experience	8 years post graduate working experience.

Specific Professional experience	<ul style="list-style-type: none"> • Specific experience in roads data analysis • Working knowledge of at least one data analysis software
Key Responsibilities	Assist in RSIP III data analysis as directed by the Team Leader

vii. Support Staff

In addition to the key staff listed above, the Consultant shall also engage additional support staff to ensure successful delivery of the assignment. This shall include, but not limited to:

1. Assistant Engineers (4No.)- A degree in Civil Engineering or equivalent (36 staff months)

8.0 Duration of the assignment

The duration of this assignment shall be **eighteen (18) months**.

The first one month after commencement of the assignment shall cover preparation of inception report and planning for the assignment. The following 6 months have been allowed for RSIP data collation and Interim Report covering traffic data collection and reporting, and updating the HDM-4 workspace, the following 4 months are for preparation of the Draft RSIP III Report , the next 1 months for holding the stakeholder workshops and reporting, the following 3 months to allow for preparing the Draft Final RSIP III report, the next 1 month will for holding the validation workshops for comments on Draft Final RSIP III, and the final 2 months is for finalization of the RSIP III report and the HDM-4 workspace.

9.0 Meetings

The Client may review with the Consultant any or all the documents and advice forming part of the Consultancy in meetings and presentations which will be held at the Client’s office.

The Client may, at its discretion, require the Consultant to participate in extended meetings at or work from its offices and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Client.

10.0 Reporting

The Consultant will report to the Project Manager and work closely with the designated project officer appointed to be responsible for day-to-day co-ordination.

The Consultant may, from time to time, prepare and issue papers highlighting matters that could become critical for the timely completion of the assignment and that require attention from client’s officers.

11.0 Data, Services and Facilities to be provided by the Client

The Client shall provide the Consultant with the following:

- Assign a Project Manager to the project as the contact person within the organization to facilitate the Consultant in undertaking the study.
- Appropriate letters of introduction to all relevant stakeholders in order to facilitate field data collection.
- Documents, reports, plans produced from previous studies
- Inter-Agency Road Sector Investment Programme Working group to be appointed by the Principal Secretary and staff seconded to work in collaboration with the Consultant
- Road Inventory and Condition Survey 2022 Data

SECTION 6:

**CONDITIONS OF
CONTRACT**

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Contract

Consulting

Services for:

Contract No.: _____

Contract Description: _____

Between

_____ [Name of the Procuring
Entity]

and

_____ [Name of the
Consultant]

Date:

FORM OF CONTRACT - LUMP-SUM

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

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

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

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract; NOW THEREFORE the parties hereto hereby agree as follows:
 1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:

- a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
- b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

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

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

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A) GENERAL PROVISIONS

1. Definitions

- a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Consultant” means a legally established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- d) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- f) “Day” means a working day unless indicated otherwise.
- g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- i) “Foreign Currency” means any currency other than the currency of Kenya.
- j) “GCC” mean these General Conditions of Contract.
- k) “Government” means the government of Kenya.
- l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

- n) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- p) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- s) “Sub-consultants” means an entity to whom/ which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- t) “Third Party “ means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

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

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

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

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

B) COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-

two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13. Commencement of Services

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

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

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

16. Modifications or Variations

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

17. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be taken

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

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

- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
 - c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
 - d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

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

18. Suspension

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

19. Termination

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

a. By the Procuring Entity

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

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

19.1.3. 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.

- a) 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

GCC45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- d) 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 GCC27 or GCC28.

e. 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) OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when
 - a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

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

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

21.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause 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.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

22.1. Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23. Liability of the Consultant

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

24. Insurance to be taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the 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, inter alia, 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 ineligibility 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 incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

- 31.1. If the 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 or 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 incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.
- 31.4. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E) OBLIGATIONS OF THE PROCURING ENTITY

32. Assistance and Exemptions

- 32.1. Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:
 - a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.

- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.

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

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

33. Access to Project Site

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

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

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

35. Services, Facilities and Property of the Procuring Entity

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

36. Counterpart Personnel

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

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

37. Payment Obligation

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

40. Currency of Payment

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

41. Mode of Billing and Payment

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

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

41.2.1. Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the 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.

41.2.2. 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.

41.2.3. 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.

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

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

42. Interest on Delayed Payments

42.1. 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

43. Good Faith

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

H) SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

45. Dispute Resolution

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

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>For the Client:-</p> <p>The Director General, Kenya Roads Board, Kenya Re-Towers, Off Ragati Road, P. O. Box 73718 – 00200, <u>NAIROBI.</u> Tel : 254 (020) 2722865/6 Fax 254-020-2723161 E- Mail: info@krb.go.ke</p> <p>For the Consultants;-</p> <p>Consultant Physical address P. O. Box ----- Code <u>Town</u> Tel; Fax ; Email:</p> <p>To be valid, all e-mails and fax messages must be followed by a signed written confirmation.</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>The Director General; Kenya Roads Board</i></p>

	For the Consultants:
11.1	The Effectiveness Conditions are the following: The date on which this Contract shall come into effect is the date on which both parties sign the Contract.
13.1	Commencement of services: The date for the commencement of Services is fourteen (14) days from the date of issuance of the order to commence.
14.1	Expiration of the contract: The time period shall be eighteen (18) months
22.1	Confidentiality: (i) Any information obtained by the consultant shall remain strictly confidential during the contract period and two years after the expiry of the Contract. (ii) All documents prepared by the Consultant shall become the property of the Client and shall not be used without the Client’s approval Consultants shall bring to the attention of their staff involved in this project; the terms and conditions of this contract with regard to the confidentiality clauses.
24.1	The risks and coverage shall be: (i) Motor vehicle : <u>Comprehensive</u> (ii) Professional liability: <u>Up to the value of the professional fees chargeable under the Contract.</u> (iii) Loss or damage to equipment and property: <u>Up to the value of the equipment being utilized in the assignment.</u>
27.2	“The consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the client. The client may use the documents without reference to the consultant.
38.1	The Contract Price is: Kenya Shillings..... <i>[insert amount in words]</i> (KShs. <i>[insert Amount in figures]</i>) inclusive of 16% VAT which amounts to KShs. <i>[insert the amount in figures]</i> . Kshs <i>[insert Amount in figures]</i>) represents total lump sum excluding Kshs <i>[insert Amount in figures]</i> , Kshs <i>[insert Amount in figures]</i> and Kshs <i>[insert Amount in figures]</i> which are for purchase of project

	management vehicles, contingency sum , provisional sums and its related profits and overheads respectively.
41.2	<p>Payments shall be made according to the following schedule:</p> <p>i) Payment for Project Management Vehicles shall be made upon delivery of the vehicles and supporting documents.</p> <p>The remainder of the contract amount after deducting the cost of vehicles shall be paid as follows:</p> <p>i) 10 percent (10%) of the lumpsum shall be paid upon submission and approval of the Inception Report</p> <p>ii) 20 percent (20%) of the lumpsum shall be paid upon submission and approval of the Interim Report</p> <p>iii) 25 percent (25%) of the lump sum shall be paid upon submission and approval of the Draft RSIP III Report</p> <p>iv) 15 percent (15%) of the lumpsum shall be paid upon submission and approval of the Draft Final RSIP III Report</p> <p>v) 10 percent (10%) of the lump sum shall be paid upon submission and approval of the Validation workshop report</p> <p>vi) 20 percent (20%) of the lump sum shall be paid upon submission and approval of the Final RSIP III, HDM-4 Workspace and Road Asset valuation reports</p>
41.2.1	<p>The following shall apply to the advance payment and the advance payment guarantee:</p> <p>i) Twenty percent (20%) of the Contract Price shall be paid as advance payment not later than 30 days after issuance of the order to commence against the submission of a bank guarantee for the same amount. The advance payment shall be amortized in instalments of 30%, 50% and 20% of the advance payment in the 2nd to 4th lump sum payments respectively.</p>
44.1.2	<p>Dispute Resolution:</p> <p>Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties in accordance with Kenya Arbitration Act 1995. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be</p>

	appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on request of the applying party.
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SECTION 9: APPENDICES

Appendix A - Terms of Reference

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

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 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

ix C - Breakdown of Contract Price

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

A. 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: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called " the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (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 breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of _____,² whichever is earlier.

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

[Signature]

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

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

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

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

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

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

B. i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

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

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

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

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

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

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

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

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after

the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

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

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

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

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

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

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

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

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

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

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

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

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

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

_____ Name: _____

_____ Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... 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 of20.....

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

C. (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 is

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 National identity card number or Passport number	Directly-- -----% of shares	Directly.....% of voting rights	1.Having the right to appoint a majority of the board of the directors	1.Exercises significant influence or control over the Company

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

mmmmmm

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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

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

OR

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

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

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

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

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

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

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