



**Kenya National Highways Authority**

*Quality Highways, Better Connections*

**HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT (HOAGDP)**

**CONSULTANCY SERVICES FOR DESIGN AND CONSTRUCTION SUPERVISION OF  
KENYA REVENUE AUTHORITY (KRA) TRADE FACILITATION CENTRE (TFC)  
OFFICES AT ISIOLO, MODOGASHE AND WAJIR**

**RFP REFERENCE NO. KeNHA/2916/2025**

**REQUEST FOR PROPOSALS (RFP)**

**NOVEMBER, 2025**

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

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



## SELECTION OF CONSULTANTS

# Request for Proposals Consulting Services

## Procurement of:

<b>RFP No:</b>	KeNHA/2916/2025
<b>Consulting Services for:</b>	Consultancy Services for Design and Construction Supervision of Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices at Isiolo, Modogashe and Wajir
<b>Client:</b>	Kenya National Highways Authority
<b>Country:</b>	Kenya
<b>Issued on:</b>	25 <sup>th</sup> November, 2025

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## **PART I**

### **Section 1. Request for Proposal Letter**

## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** Consultancy Services for Design and Construction Supervision of Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices at Isiolo, Modogashe and Wajir

**RFP Reference No.:** KeNHA/2916/2025

**Credit No.:** P161305

**Country:** Kenya

**Date:** 25<sup>th</sup> November, 2025

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**KENYA**

**M/s. Conte Design from Kenya In Sub-Consultancy with M/s. Zimaki Consult Ltd, M/s. CAS Consult Ltd and M/s. Associated Services Consultant Ltd from Kenya**

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**KENYA**

**M/s. Dama Services Limited from Kenya**

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**KENYA**

**M/s. Edon Consultants International Ltd from Kenya, In Sub-Consultancy with M/s. AEGIS Development Solutions Ltd, M/s. Gedox Associates and M/s. Sigma Consulting & Services Engineering Ltd from Kenya**

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**KENYA**

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Rome, Italy

Phone: +39.06.976 11 271

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**ITALY**

**M/s. Mutiso Menezes International from Kenya In Joint Venture with M/s. Edcons (K) Limited Engineering Design & Consultancy from Kenya and In Sub-Consultancy with M/s. Linear Projects Limited and M/s. Geomax Consulting Design Management from Kenya.**

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**KENYA**

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Website: [www.Newtech-consulting.ae](http://www.Newtech-consulting.ae)

**UNITED ARAB EMIRATES**

**M/s. Studio Martini Ingegneria S.r.l from Italy In Sub-Consultancy with M/s. Civil One Consulting Engineers Ltd, M/s. Amal Consortium and M/s. Getso Consultants Limited from Kenya**

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**ITALY**

Dear Mr. /Ms.:

1. The Government of the Republic of Kenya (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of a “credit” (hereinafter called “credit” toward the cost of **the Horn of Africa Gateway Development Project**. The **Kenya National Highways Authority**, an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Kenya National Highways Authority and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the credit. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Consultancy Services For Design And Construction Supervision Of The Proposed Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices At Isiolo, Modogashe And Wajir**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

No.	Name of Firm	Country of Origin (Lead)	Name of the Consultant in association	Nature of Association	Country of Consultant in association
1.	M/s. AIA Architects Limited	Kenya	M/s. Karkan Partnership Limited	Joint Venture	Kenya
			M/s. Kiri Consult Limited		Kenya
			M/s. Norkun Intakes Limited		Kenya
2.	M/s. Conte Design	Kenya	M/s. Zimaki Consult Ltd,	Sub-Consultancy	Kenya
			M/s. CAS Consult Ltd		Kenya
			M/s. Associated Services Consultant Ltd		Kenya

No.	Name of Firm	Country of Origin (Lead)	Name of the Consultant in association	Nature of Association	Country of Consultant in association
3.	M/s. Dama services Limited	Kenya	N/A	N/A	N/A
4.	M/s. Edon Consultants International Ltd	Kenya	M/s. AEGIS Development Solutions Ltd,	Sub-Consultancy	Kenya
			M/s. Gedox Associates		Kenya
			M/s. Sigma Consulting & Services Engineering Ltd		Kenya
5.	M/S.IRD Engineering S.r.l.	Italy	M/s.Synergetic Engineering & Advisory Partners	Joint Venture	Kenya
6.	M/s. Mutiso Menezes International	Kenya	M/s. Edcons (K) Limited Engineering Design & Consultancy	Joint Venture	Kenya
			M/s. Linear Projects Limited	Sub-Consultancy	Kenya
			M/s. Geomax Consulting Design Management	Sub-Consultancy	Kenya
7.	M/s. Newtech Consulting Group	United Arab Emirates	M/s. Africon Universal Consulting	Joint Venture	Kenya
8.	M/s. Studio Martini Ingegneria S.r.l	Italy	M/s. Civil One Consulting Engineers Ltd	Sub-Consultancy	Kenya
			M/s. Amal Consortium		Kenya
			M/s. Getso Consultants Limited		Kenya

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the

Bank's Procurement Regulations for IPF Borrowers dated July 2016 revised in September 2025 (7<sup>th</sup> Edition), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based *and* Lump-Sum)

6. Please inform us by **2<sup>nd</sup> December, 2025** in writing at **Kenya National Highways Authority, P.O. Box 49712-00100 Nairobi**, or by E-mail [procurement@kenha.co.ke](mailto:procurement@kenha.co.ke) and [directordevelopment@kenha.co.ke](mailto:directordevelopment@kenha.co.ke)

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

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

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

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

Yours sincerely,

Deputy Director (Supply Chain Management)

**FOR: DIRECTOR GENERAL**

## Section 2. Instructions to Consultants and Data Sheet

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## Instructions to Consultants

### A. General Provisions

#### 1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **“Client’s Personnel”** is as defined in Clause GCC 1.1(e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **“Contractor”** is as defined in Clause GCC 1.1.(h).
- (j) **“Contractor’s Personnel”** is as defined in Clause GCC 1.1(i).
- (k) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect

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<sup>1</sup> [*“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA*]

specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (l) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (m) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) **“Government”** means the government of the Client’s country.
- (p) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) **“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.

- (u) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (v) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (x) **“Sexual Exploitation and Abuse” “(SEA)” \*** means the following:

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

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

- (y) **“Sexual Harassment” “(SH)” \*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** is as defined in Clause GCC 1.1 (z).
- (aa) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (bb) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (cc) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and

the Consultant, and expected results and deliverables of the assignment.

\*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

## 2. Introduction

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

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
  - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting Activities**

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

**b. Conflicting Assignments**

- (ii) 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 be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting Relationships**

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

**4. Unfair Competitive Advantage**

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

## 5. Fraud and Corruption

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

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

## 6. Eligibility

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

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

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

### a. Sanctions

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

### b. Prohibitions

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial

relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

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

**c. Restrictions for State-Owned Enterprises**

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

**d. Restrictions for Public Employees**

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

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower Debarment**

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

## **B. Preparation of Proposals**

**7. General Considerations**

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

providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

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

**9. Language**

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

**10. Documents Comprising the Proposal**

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

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

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

**11. Only One Proposal**

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

**12. Proposal Validity**

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

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the

availability of the Key Experts, the proposed rates and the total price.

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

**a. Extension of Proposal Validity**

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

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

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

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

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

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

**c. Sub-Contracting**

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

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for

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

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

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

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

**14. Preparation of Proposals Specific Considerations**

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

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

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

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

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

## **15. Technical Proposal Format and Content**

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

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

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

## **16. Financial Proposal**

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

- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### **C. Submission, Opening and Evaluation**

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of

attorney signed by each member's authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or

its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

### **18. Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded; the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

### **19. Opening of Technical Proposals**

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other

information deemed appropriate or as indicated in the **Data Sheet**.

**20. Proposals  
Evaluation**

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of  
Technical  
Proposals**

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

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

- 22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.
- 22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.
- 22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply,

and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

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

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

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

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals.

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

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

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

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

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

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

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

## 24. Correction of Errors

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

### a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total)

and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts**
- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**
- 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**
- 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- c. Least-Cost Selection**
- 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

## **D. Negotiations and Award**

### **28. Negotiations**

- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts**
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiations**
- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing

the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial Negotiations**

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

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

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

**29. Conclusion of Negotiations**

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

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

**30. Standstill Period**

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the

Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award**

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

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

**32. Notification of Award**

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

subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

#### Contract Award Notice

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

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form.

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

### **33. Debriefing by the Client**

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

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be

extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

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

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

#### **34. Signing of Contract**

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

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

#### **35. Procurement Related Complaint**

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

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	<b>A. General</b>
<b>2.1</b>	<p><b>Name of the Client:</b> Kenya National Highways Authority</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b></p> <p style="padding-left: 40px;">Consultancy Services For Design And Construction Supervision Of The Proposed Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices At Isiolo, Modogashe And Wajir</p>
<b>2.3</b>	<p>A pre-proposal conference will be held: <b>Yes (Virtual)</b></p> <p>Date of pre-proposal conference: <b>9<sup>th</sup> December, 2025</b></p> <p>Time: <b>1100 hrs Local time</b></p> <p><i>(A virtual Pre-Proposal conference will be held; a link to join the meeting will be shared with all shortlisted Consultants before 9<sup>th</sup> December, 2025 via Email.)</i></p> <p>Telephone: +254 20 4954000 / +254 700 423606</p> <p>E-mail: <a href="mailto:directordevelopment@kenha.co.ke">directordevelopment@kenha.co.ke</a> and <a href="mailto:procurement@kenha.co.ke">procurement@kenha.co.ke</a></p> <p>Contact person/conference coordinator: Eng. Paul Omondi, Project Coordinator</p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> N/A</p>
<b>4.1</b>	Not Applicable

<b>6.3.1</b>	<b>A list of debarred firms and individuals is available at the Bank's external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> </ol> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ol>

10.2	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p>
11.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>Yes</p>
12.1	<p>Proposals shall be valid for <b>120days</b></p>
13.1	<p><b>Clarifications may be requested no later than <i>Fourteen (14) days</i> prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is Director (Development), KeNHA E-mail: <a href="mailto:directordevelopment@kenha.co.ke">directordevelopment@kenha.co.ke</a>, <b>and</b> <a href="mailto:procurement@kenha.co.ke">procurement@kenha.co.ke</a></p>
14.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s):</b> Yes</p> <p><b>Or</b></p> <p><b>(b) other shortlisted Consultants:</b> No</p>
14.1.2	<p><b>Estimated input of Key Experts' time-input:</b></p> <p>Phase 1 (Design Services): Twenty Six Point Five (26.5) person-months</p> <p>Phase 2 (Construction Supervision): One Hundred and Ninety Seven Point Seven (197.7) person-months</p>
14.1.3	<p>The Consultant's Proposal must include <b><u>the minimum</u> Key Experts' time-input of: One Hundred and Ninety Seven Point Seven (197.7) person-months.</b></p> <p><b>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</b></p> <p><b>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</b></p>

<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is:</p> <p><b>FTP</b></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>16.1</b>	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable.</i></p>
<b>16.2</b>	<p><b>A price adjustment provision applies to remuneration rates: YES</b></p> <p><i>Applicable to foreign and local inflation under Phase 2 of the Assignment</i></p>
<b>16.3</b>	<p><b>The Client has obtained an exemption for the Consultant from payment of OUTPUT VAT in the Client's country. Information on the Consultant's tax obligations in the Client's country can be found at <a href="https://www.kra.go.ke">https://www.kra.go.ke</a></b></p>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</b></p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<b>17.1</b>	<p><b>The Consultants SHALL NOT have the option of submitting their Proposals electronically.</b></p>

17.4	<p><b>The Consultant MUST submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original hard copy, two (2) hard copies and two (2) soft copies in an un-editable format such as PDF on USB flash drives;</p> <p>(b) <b>Financial Proposal:</b> one (1) original hard copy.</p>
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b></p> <p>Date: <b>15<sup>th</sup> January, 2026</b></p> <p>Time: <b>1100 Hours East African Time (EAT)</b></p> <hr/> <p><b>The Proposal submission address is:</b></p> <p>Deputy Director, Supply Chain Management  Barabara Plaza, Block C, 2<sup>nd</sup> Floor, North Wing, Tender Box,  Jomo Kenyatta International Airport (JKIA) off Airport South Road, along  Mazao Road, Nairobi</p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered: No</b></p> <p><b>The opening shall take place at:</b></p> <p>Barabara Plaza, Block C, 2<sup>nd</sup> Floor Boardroom,  Jomo Kenyatta International Airport (JKIA),  Airport South Road along Mazao Road,  Nairobi.</p> <p>Date: <b>15<sup>th</sup> January, 2026</b></p> <p>Time: <b>1100 Hours East African Time (EAT)</b></p>
19.2	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</b></p>
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b></p> <p>Experience in design &amp; construction supervision of buildings in developing countries within the last Eight (8) years.</p> <p style="text-align: right;"><b>Total points for criterion (i): 10</b></p>

<p>ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></p> <p>a) Technical approach and methodology 10</p> <p>b) Work plan 5</p> <p>c) Organization and staffing 5</p> <p style="text-align: right;"><b>Total points for criterion (ii): 20</b></p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>				
<p>(iii) <b>Key Experts' qualifications and competence for the Assignment for Phase 1:</b></p> <p><i>Notes to Consultant:</i></p> <p>i) each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant</p> <p>ii) a Key Expert may be proposed for the same position in both Phase 1 and 2 but will be evaluated and scored per Phase.</p>				
<p><b>Key Experts' qualifications and competence for the Assignment for Phase 1(Design):</b></p> <p style="text-align: right;"><b>(18 Points)</b></p>				
<p><b>Table 1</b></p>				
1.	Position D-1	Team Leader & Architect		3
2.	Position D-2	Architect		1.5
3.	Position D-3	Structural Engineer		2
4.	Position D-4	Quantity Surveyor		1.5
5.	Position D-5	Mechanical Engineer		1.5
6.	Position D-6	Electrical Engineer		1.5
7.	Position D-7	Highway / Traffic Engineer		1.5
8.	Position D-8	Engineering Surveyor		1
9.	Position D-9	Materials & Geotechnical Engineer		2
10.	Position D-10	Hydrologist		0.5
11.	Position D-11	Environmental Specialist		1
12.	Position D-12	Sociologist Specialist		1
<p><b>Key Experts' qualifications and competence for the Assignment for Phase 2(Supervision):</b></p> <p style="text-align: right;"><b>(42 Points)</b></p>				
1.	Position S-1(a)	Project Coordinator	Wajir	2
	Position S-1(b)	Project Coordinator	Modogashe	2
	Position S-1(c)	Project Coordinator	Isiolo	2
2.	Position S-2(a)	Architect	Wajir	1
	Position S-2(b)	Architect	Modogashe	1

	Position S-2(c)	Architect	Isiolo	1
3.	Position S-3(a)	Structural Engineer	Wajir	2
	Position S-3(b)	Structural Engineer	Modogashe	2
	Position S-3(c)	Structural Engineer	Isiolo	2
4.	Position S-4(a)	Quantity Surveyor	Wajir	1.5
	Position S-4(b)	Quantity Surveyor	Modogashe	1.5
	Position S-4(c)	Quantity Surveyor	Isiolo	1.5
5.	Position S-5(a)	Mechanical Engineer	Wajir	1
	Position S-5(b)	Mechanical Engineer	Modogashe	1
	Position S-5(c)	Mechanical Engineer	Isiolo	1
6.	Position S-6(a)	Electrical Engineer	Wajir	1
	Position S-6(b)	Electrical Engineer	Modogashe	1
	Position S-6(c)	Electrical Engineer	Isiolo	1
7.	Position S-7(a)	Highway / Traffic Engineer	Wajir	1
	Position S-7(b)	Highway / Traffic Engineer	Modogashe	1
	Position S-7(c)	Highway / Traffic Engineer	Isiolo	1
8.	Position S-8(a)	Engineering Surveyor	Wajir	0.5
	Position S-8(b)	Engineering Surveyor	Modogashe	0.5
	Position S-8(c)	Engineering Surveyor	Isiolo	0.5
9.	Position S-9(a)	Materials & Geotechnical Engineer	Wajir	2
	Position S-9(b)	Materials & Geotechnical Engineer	Modogashe	2
	Position S-9(c)	Materials & Geotechnical Engineer	Isiolo	2
10.	Position S-10(a)	Hydrologist	Wajir	0.5
	Position S-10(b)	Hydrologist	Modogashe	0.5
	Position S-10(c)	Hydrologist	Isiolo	0.5
11.	Position S-11(a)	Environmental Specialist	Wajir	0.5
	Position S-11(b)	Environmental Specialist	Modogashe	0.5
	Position S-11(c)	Environmental Specialist	Isiolo	0.5
12.	Position S-12(a)	Sociologist Specialist	Wajir	0.5
	Position S-12(b)	Sociologist Specialist	Modogashe	0.5
	Position S-12(c)	Sociologist Specialist	Isiolo	0.5
13.	Position S-13(a)	Clerk of Works	Wajir	0.5
	Position S-13(b)	Clerk of Works	Modogashe	0.5
	Position S-13(c)	Clerk of Works	Isiolo	0.5
	<b>Total points for criterion (iii):</b>			<b>60</b>

	<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience):</p> <table style="margin-left: 40px;"> <tr> <td>Level of education and training</td> <td style="text-align: right;">[12]</td> </tr> <tr> <td>Position held and time spent in the firm</td> <td style="text-align: right;">[8]</td> </tr> <tr> <td colspan="2" style="text-align: right;"><hr style="width: 80%; margin-left: auto; margin-right: 0;"/>20 %</td> </tr> </table> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):</p> <table style="margin-left: 40px;"> <tr> <td>Experience in the building sector</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td>Relevant experience in similar contracts</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td colspan="2" style="text-align: right;"><hr style="width: 80%; margin-left: auto; margin-right: 0;"/>70 %</td> </tr> </table> <p>3) Relevant experience in Sub-Saharan Africa (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</p> <table style="margin-left: 40px;"> <tr> <td>Experience working in Sub-Saharan Africa</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>Fluency in English</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td colspan="2" style="text-align: right;"><hr style="width: 80%; margin-left: auto; margin-right: 0;"/>10 %</td> </tr> </table> <p style="text-align: right; margin-right: 40px;">Total weight:     <b>100%</b></p> <p>(iv) <b>Transfer of knowledge (training) program</b> (relevance of approach and methodology):</p> <p style="text-align: right; margin-right: 40px;"><b>Total points for criterion (iv):             3</b></p> <p>(v) <b>Participation by nationals among proposed Key Experts</b></p> <p style="text-align: right; margin-right: 40px;"><b>Total points for criterion (v):             7</b></p> <p><b>Total points for the five criteria:                             100</b></p> <p><b>The minimum technical score (St) required to pass is: 80%</b></p>	Level of education and training	[12]	Position held and time spent in the firm	[8]	<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> 20 %		Experience in the building sector	[25]	Relevant experience in similar contracts	[45]	<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> 70 %		Experience working in Sub-Saharan Africa	[5]	Fluency in English	[5]	<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> 10 %	
Level of education and training	[12]																		
Position held and time spent in the firm	[8]																		
<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> 20 %																			
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Experience working in Sub-Saharan Africa	[5]																		
Fluency in English	[5]																		
<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> 10 %																			
	<b>Public Opening of Financial Proposals</b>																		
23.4	<b>An online option of the opening of the Financial Proposals is offered: No</b>																		

23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact <b>The Deputy Director, Supply Chain Management, Email: <a href="mailto:procurement@kenha.co.ke">procurement@kenha.co.ke</a></b> and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is:</b> Kenya Shillings (KES)</p> <p><b>The official source of the selling (exchange) rate is:</b> Central Bank of Kenya</p> <p><b>The date of the exchange rate is:</b> Deadline date for submission of proposals</p>
27.1	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%</b>, and</p> <p><b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:</p> <p><math>S = St \times T\% + Sf \times P\%</math>.</p>

	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> To be communicated in writing to the successful Consultant</p> <p><b>Address:</b> Barabara Plaza, Jomo Kenyatta International Airport (JKIA) off Airport South Road, along Mazao Road, Nairobi</p>
<b>34.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> Fourteen (14) days from the date of the order to commence services</p> <p><b>at:</b> Isiolo, Modogashe and Wajir</p>
<b>35.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email), to:</p> <p style="padding-left: 40px;"><b>For the attention:</b> Mr. Richard Kilel</p> <p style="padding-left: 40px;"><b>Title/position:</b> Ag. Deputy Director, Supply Chain Management</p> <p style="padding-left: 40px;"><b>Client:</b> Kenya National Highways Authority</p> <p style="padding-left: 40px;"><b>Email address:</b> <a href="mailto:procurement@kenha.co.ke">procurement@kenha.co.ke</a> and <a href="mailto:directordevelopment@kenha.co.ke">directordevelopment@kenha.co.ke</a>,</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>



## Section 3. Technical Proposal – Standard Forms

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

### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP <input type="checkbox"/>		FORM	DESCRIPTION	Page Limit
FTP	STP			
<input type="checkbox"/>	<input type="checkbox"/>	TECH-1	Technical Proposal Submission Form.	
<input type="checkbox"/> If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
<input type="checkbox"/> If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-2	Consultant's Organization and Experience.	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-2A	A. Consultant's Organization	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-2B	B. Consultant's Experience	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
<input type="checkbox"/>		TECH-3A	A. On the Terms of Reference	
<input type="checkbox"/>		TECH-3B	B. On the Counterpart Staff and Facilities	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-5	Work Schedule and Planning for Deliverables	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-7	Code of Conduct (ES)	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

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

**FORM TECH-1****TECHNICAL PROPOSAL SUBMISSION FORM**

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{ Location, Date }

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To: The Director General,  
Kenya National Highways Authority,  
Barabara Plaza, Off Airport South Road, Opp. KCAA  
P.O. BOX 49712-00100 Nairobi.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Consultancy Services for Design and Construction Supervision of Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices at Isiolo, Modogashe and Wajir*** in accordance with your Request for Proposals (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 a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.

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

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

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

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

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) [*Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

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

## **FORM TECH-2**

### **CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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

#### **A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

#### **B - Consultant’s Experience**

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1. List only previous similar assignments successfully completed in the last eight (8) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

## **FORM TECH-3**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

#### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

#### **B - On Counterpart Staff and Facilities**

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

## FORM TECH-4

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

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

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

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on the Environmental and Social (ES) aspects, and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract and/or monitoring that cyber security risks are adequately managed by prospective contractor/s under the contract/s to be supervised/managed by the Consultant) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

### FORM TECH-6

#### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input  
 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

---

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

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

Membership in Professional Associations and Publications:

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

---



## FORM TECH-7 CODE OF CONDUCT FOR EXPERTS (ES) FORM

**Note to the Consultant:**

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

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

### CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for ***Consultancy Services for Design and Construction Supervision of Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices at Isiolo, Modogashe and Wajir.*** These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

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

#### REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment; and

- c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

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

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

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

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

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

FOR EXPERT:

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

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**  
**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND**  
**BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

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

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

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

## **Section 4. Financial Proposal - Standard Forms**

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{ Location, Date }

To: The Director General,  
Kenya National Highways Authority,  
Barabara Plaza, Off Airport South Road, Opp. KCAA  
P.O.BOX 49712-00100  
**Nairobi**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Consultancy Services for Design and Construction Supervision of Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices at Isiolo, Modogashe and Wajir* in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

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

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

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

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

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

---

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative }

Title: {insert title/position of authorized representative }

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant }

Address: {insert the authorized representative's address }

Phone/fax: {insert the authorized representative's phone and fax number, if applicable }

Email: {insert the authorized representative's email address} \_\_\_\_\_

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

### FORM FIN-2 SUMMARY OF COSTS

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

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

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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

## **Section 5. Eligible Countries**

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

## Section 6. Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## **Section 7. Terms of Reference**

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## 1. BACKGROUND

The Government of the Republic of Kenya (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of a “Credit” (hereinafter called “Credit”) toward the cost of the Horn of Africa Gateway Development Project (HOAGDP) and intends to apply part of the proceeds towards **Regional Trade facilitation through Design and Construction Supervision of the proposed Kenya Revenue Authority (KRA) Trade Facilitation Centre (TFC) Offices at Isiolo, Modogashe and Wajir.**

The HOAGDP is a transformative initiative aimed at enhancing regional connectivity, improving transport infrastructure, and facilitating trade within the Horn of Africa region. The project encompasses critical upgrades to road infrastructure, construction of strategic facilities, and implementation of systems to streamline cross-border trade and movement. The road is strategically located, and in an advantageous position and once constructed shall significantly attract formal trade especially imports among Kenya, Ethiopia and Somalia within Horn of Africa region.

As part of this comprehensive project, the establishment of Trade Facilitation Centre (TFC) offices along the Isiolo to Mandera road corridor has been identified as a critical component. These TFC offices will play a pivotal role in monitoring trade movement, ensuring cargo security, and facilitating revenue collection on undeclared goods that may have bypassed designated Customs and Border Control crossings at Rhamu and Mandera.

The rationale for establishing Trade Facilitation Centre (TFC) offices along the Isiolo-Mandera corridor is rooted in several critical factors:

1. **Enhanced Trade Monitoring:** The TFC offices will serve as strategic points for monitoring trade movement along this vital corridor. This enhanced oversight is crucial for ensuring compliance with trade regulations and identifying potential security risks.
2. **Improved Cargo Security:** By implementing advanced monitoring systems, including the Regional Electronic Cargo Tracking System (RECTS) and specialized electronic seals for containers and trucks, the TFC offices will significantly enhance the security of cargo in transit. This improved security is essential for reducing theft, tampering, and illegal diversions of goods.
3. **Revenue Collection Optimization:** The strategic positioning of the TFC offices will facilitate the detection and interception of undeclared goods that may have bypassed designated Customs and Border Control crossings at Rhamu and Mandera. This capability is vital for minimizing revenue leakage and ensuring fair competition in trade.
4. **Data-Driven Trade Facilitation:** The TFC offices will contribute to the creation of a comprehensive data resource base. This database will provide valuable insights into trade

patterns, helping to streamline operations, inform policy decisions, and improve overall efficiency in cross-border trade.

5. **Rapid Response Capability:** As their name suggests, these units will enable swift responses to potential security threats or trade irregularities. This rapid response capability is critical for maintaining the integrity of the trade corridor and ensuring timely intervention when issues arise.
6. **Regional Integration Support:** By facilitating smoother, more secure trade operations, the TFC offices will play a crucial role in supporting broader regional integration efforts within the Horn of Africa. They will help build trust among trading partners and contribute to the stabilization of cross-border economic activities.

The Government of Kenya (GOK), through its agency, the Kenya National Highways Authority, now presents these Terms of Reference (TOR) for the aforementioned consultancy services.

The Kenya National Highways Authority (KeNHA) will require the Consultant so selected to render comprehensive professional Services deemed relevant for the successful completion of this assignment. These services shall encompass all activities necessary to deliver the specified outputs in accordance with:

- (i) The detailed scope of services outlined in Section 4 of these Terms of Reference
- (ii) Applicable professional standards and best practices
- (iii) Requirements of the relevant regulatory and professional bodies
- (iv) Specific requirements of the Client as communicated through official channels

The assignment shall be executed under one contract awarded to a qualified consultant (which may be a firm, joint venture, or sub-consultancy association in accordance with the procurement regulations). The selected consultant shall be responsible for deploying three separate supervision teams, one each for the Isiolo, Modogashe and Wajir sites. This will ensure consistent quality and coordination across all three sites while allowing for site-specific adaptations as necessary.

## **2. PROJECT LOCATION**

The HoAGDP Project area covers the counties of Meru, Isiolo, Garissa, Wajir and Mandera. However, this assignment will be focusing on strategically positioned Trade Facilitation Centre (TFCs) offices at key points along the Isiolo-Mandera road. The Kenya Revenue Authority (KRA) has identified three proposed critical locations for the establishment of TFC offices: Isiolo, serving as the southwestern anchor; Modogashe, positioned as a central monitoring point; and Wajir, providing coverage for the North Eastern section. These locations have been strategically selected to ensure comprehensive oversight of trade movements along the entire corridor.

### **3. OBJECTIVES OF THE ASSIGNMENT**

The objectives of this consultancy assignment are:

#### **3.1 General Objective**

To enhance Kenya's capacity for trade facilitation, revenue collection, and cargo security along the Isiolo-Mandera corridor through the establishment of strategically located Trade Facilitation Centre (TFC) offices at Isiolo, Modogashe, and Wajir for the Kenya Revenue Authority.

#### **3.2 Specific Objectives**

The assignment shall include, but not be limited to, the following specific objectives:

- a) To establish fully functional and efficient TFC offices at Isiolo, Modogashe, and Wajir that are tailored to the specific trade monitoring and security needs of the Kenya Revenue Authority and the regional trade environment along the Isiolo-Mandera corridor.
- b) To improve the monitoring and control of trade movement along the Isiolo-Mandera corridor, by implementing advanced monitoring systems at each TFC office location, integrated with the Regional Electronic Cargo Tracking System (RECTS), leading to enhanced detection and interception of undeclared goods.
- c) To optimize revenue collection by enabling effective cargo verification and data management at each TFC office location, addressing the specific challenges of trade along the Isiolo-Mandera corridor.
- d) To strengthen cargo security measures at key points (Isiolo, Modogashe, and Wajir) along the corridor through the implementation of modern monitoring and tracking systems.
- e) To enhance coordination and collaboration between the TFC offices along the corridor and the One-Stop Border Posts (OSBPs) at Rhamu and Mandera, resulting in more efficient trade processes.
- f) To ensure the environmental and social sustainability of the TFC office facilities at each location, minimizing negative impacts and maximizing benefits to local communities, considering the unique ecological and social contexts of Isiolo, Modogashe, and Wajir.
- g) To establish a model for a technologically advanced and effective trade facilitation infrastructure at the three TFC office locations that can potentially be replicated in other similar strategic semi-arid and border regions along key transport corridors.
- h) To provide a foundation for long-term improvements in trade facilitation, security, and revenue collection in the region, supporting the broader goals of the Horn of Africa Gateway Development Project (HOAGDP).

## **4 SCOPE OF SERVICES**

### **4.1 General Requirements**

In carrying out this assignment, the Consultant shall carry two main tasks:

- (a) Design of the Trade Facilitation Centre offices involving architectural; structural and civil engineering; quantity surveying; plumbing; mechanical and electrical engineering; ICT environmental and social; land surveying and landscaping; preparation and packaging of bid documents; services and support of procurement process.
  
- (b) Supervision of the construction of the TFC offices upon successful completion of the design phase and a decision by the Kenya Revenue Authority to proceed with the works.

Each of the two main tasks listed above will constitute a separate contract, designated as Phase 1 and Phase 2 contracts.

The design and construction supervision of each of the Trade Facilitation Centre (TFC) offices will involve but not be limited to the following:

- i. Conducting desk & site studies, preliminary investigations among others, information on soil, geotechnical, hydrologic, hydraulic, seismic, traffic, and environmental & sociological/cultural surveys, projected demand for services that shall be used to define project design of the Trade Facilitation Centre and provide all necessary designs and tender documents in sufficient detail to enable procurement of a construction contract.
  
- ii. Assessing or re-confirming the requirements and expectations for KRA TFC offices. Each TFC office complex shall be developed within a single compound, functionally divided into public access and restricted residential zones, each with its own guard house for controlled access. The public access zone shall comprise an office block accommodating fifty (50) staff with facilities including main reception, meeting room, toilet and bathroom facilities, kitchen with dining area, mothers' room, bulk printing room, ICT data entry room, ICT server room, and station manager's office. This zone shall also include a warehouse (approximately 1000 sqm) with a set up for verification of goods, storage space, CCTV control room, enforcement unit with armoury room, detention cell (approximately 60 sqm), changing room for outsourced personnel, truck parking yard accommodating at least ten (10 no.) trucks, vehicle parking yard for light weight vehicles for staff at least twenty (20 no.) staff vehicles, and their associated mechanical and electrical works. The restricted residential zone shall contain four clusters of accommodation units, with each cluster (referred to as a block) comprising ten self-contained single-story housing units arranged in an optimal layout. This configuration shall yield a total of forty staff houses, each with a minimum area of 60 sqm per unit and their associated mechanical and electrical works. This horizontal

arrangement is specifically designed to address the climatic conditions of the region while facilitating effective security management and operational efficiency. The entire complex shall be equipped with amenities including borehole with external water tank, KPLC power with generator/solar backup, drainage system and sewerage plant, rainwater harvesting and storage facilities, firefighting and CCTV installations, ICT infrastructure, pavements and access roads. A perimeter wall shall secure the entire complex, with additional internal security measures between the public and residential zones.

- iii. Carrying out preliminary survey, mapping and titling of the identified lands, as appropriate. These shall determine boundaries and provide stationing along control lines to establish feature and design criteria location and identify existing and future right-of-way limits and construction easements associated with the project.
- iv. The Consultant when undertaking Architectural, Engineering and Environmental Designs shall prepare to sufficient details the site plan, general arrangement drawings showing the locations of all proposed and existing facilities, and judicious usage of available land/space. The Consultant shall prepare scheme design reviews (architectural) and preliminary drawings (engineering) presented in scales of 1:100, 1:200 or other appropriate scales, showing in more details (architectural and engineering) the site layout and the spatial arrangements and appearances of the proposed buildings, structures, and infrastructure for discussion with the Client.
- v. The design will be utilizing the available space for compactness while conforming to statutory Building and Environmental regulations. The design must consider the predominant Islamic Culture (respect and considering the expression of cultural identity).
- vi. The Consultant shall prepare technical specifications (architectural and engineering) for the proposed Works.
- vii. Preparation of all necessary procurement documents using current World Bank guidelines/standard bidding documents (one package with three Lots), and provision of technical assistance to the Client during the tendering process and contract negotiations. Bidders may submit bids for any single lot or combination of lots. For bidders submitting bids for multiple lots, qualification requirements for financial and technical capacity shall be cumulative based on the combination of lots for which they are being considered for award.
- viii. Performing all architectural and engineering design activities in accordance with accepted professional standards, utilizing sound international engineering and economic practices, and provide all competent staff and adequate resources required to attain the objectives given in Section 2 of the Terms of Reference.

- ix. The Consultant shall specify schedules of the proposed finishes, fixtures, fixed and moveable fittings and furniture including listing and furniture lay-out plans.
- x. Cooperating fully with Client's Personnel, other Government Agencies and County Governments who will provide the data and services outlined in Section 5 of the Terms of Reference. The Consultant however shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in their reports.
- xi. Preparing for implementation of supervision activities in three teams, one each for Isiolo, Modogashe and Wajir putting in place a comprehensive, documented quality assurance framework.
- xii. Carrying out the construction supervision of the Works Contract in the role of the "Engineer/Project Manager" as described in the Conditions of Contract for the works contract, deploying three dedicated teams (one each for Isiolo, Modogashe and Wajir) with a comprehensive quality assurance framework.
- xiii. Providing and/or facilitating as necessary the assessment, monitoring and management of environmental and social impacts and compliance with the applicable laws and World Bank operational procedures/guidelines in respect of environment and social safeguards and work-related health and safety regulations;
- xiv. Providing and/or facilitating as necessary the assessment, monitoring and management of environmental and social impacts and compliance with the applicable laws and World Bank operational procedures/guidelines in respect of environment and social safeguards and work-related health and safety regulations.
- xv. Establishing and implementing comprehensive monitoring and evaluation systems for technical performance of the works, including quality control procedures, construction methodologies, and technical compliance with specifications.
- xvi. Providing contract administration services including financial management, document control, comprehensive record keeping, preparation of As-Built Drawings, photographic documentation of progress, and support to the Client on all contractual matters.
- xvii. Providing and retaining a highly skilled and experienced team of experts, in accordance with the minimum requirements set out in Section 5 of these Terms of Reference, for successful accomplishment of services in each stage.
- xviii. Training and supporting the Client's seconded staff for training as part of Continuous Professional Development (CPD) and as part of capacity building.
- xix. Providing all necessary support services and carrying out any additional activities reasonably required for the successful completion of both design and supervision phases of the assignment.

## 4.2 Phasing of Services

The provision of engineering and architectural services foreseen in the context of this assignment will be carried out in two (2) Phases (I & II) comprising primarily the services in three stages namely:

### **Phase I- Comprising Site Studies, Detailed Design and Procurement Assistance to Client (totalling 5 months).**

- a) **Stage 1** – Data collection and field investigations, high level scope development through relevant stakeholder consultations and preliminary design.
- b) **Stage 2** – Detailed design and preparation of tender documents. This stage shall include the Environmental and Social Impact assessment (ESIA)/ Environment and Social Management Plan (ESMP) study and submission of an Environmental Impact Assessment (EIA) report and application for a National Environment Management Authority (NEMA) License for the Project. The Client shall retain the option to end the consultancy after Phase I in the event that the Client, upon the advice of the stakeholders, does not find the designs presented by the Consultant to be appropriate for the stated requirements and needs, or for any other reason which the Client finds valid.

Phase I comprising stages 1 and 2 will be a lumpsum-based assignment.

### **Phase II- Comprising Supervision of works, 12 (twelve) months, Defects Notification Period, 6 (six) months and Project Closeout, 0.5 (Half - month) month.**

- c) **Stage 3** – Construction Supervision and Project Management Advisory Services (one supervision consultancy contract with three supervision teams- one for Isiolo, Modogashe and other for Wajir) to ensure the project component is completed to the required standards and budgets and within the contractual time allowed.

Phase II comprising stage 3 will be a time-based assignment.

## 4.3 Phase I (Design Services and Tender Documentation)

Details of the activities and tasks to be conducted by the Consultant in each of the stages, together with the expected results and outputs are set out below. **Stage 1: Data collection, Concept design and Stakeholders engagement.**

### ***1. Site Studies, Surveys and Site Investigations***

- a) **Data Collection:** The Consultant shall collect and analyse all relevant information contained in this ToR and any other project related documents and proceed to ascertain the following which are relevant to the proposed KRA Trade Facilitation Centres Offices.

- (i) Collection of and analysing baseline data on traffic flow of goods, patterns and types of transportation;
  - (ii) Major Environmental concerns;
  - (iii) Major Resettlement Concerns.
- b) *Stakeholder and End-User Survey:*** The Consultant shall identify and ascertain the key stakeholders' requirements (space, facilities and services) and prepare a stakeholder needs assessment plan for each KRA, TFC office. The main stakeholders in the project include but are not limited to; the KRA, State Department of Public Works, other relevant National Government Ministries, County Governments on management and ownership of identified land for the facilities.
- c) *Concept design:*** The Consultant shall be required to develop a comprehensive and integrated concept design for the Trade Facilitation Centre (TFC) offices to be established at Isiolo, Modogashe, and Wajir. This process shall take into account the specific site conditions, operational requirements, and design parameters as stipulated by the Client.

The Kenya Revenue Authority (KRA) has, in collaboration with the KeNHA and the respective county governments, identified and secured proposed appropriate sites for the TFC office facilities in Isiolo and Wajir. For these locations, land allocation processes have been completed and the requisite titling documents have been obtained. The geo-coordinates for these designated sites are as follows:

- i. Isiolo TFC office: 0°22'30.99"N 37°37'58"E
- ii. Wajir TFC office: 1°51'18"N 40°05'9.45"E

With regard to the proposed Modogashe TFC office location, a suitable site has been identified and its Northing, Easting approximate coordinates are: Mod1 80113.21N,516761.512E; Mod2 79890.27N,516313.957E; Mod3 79600.07N,516457.816E; Mod4 79823.02N, 516905.393E; Mod5 80001.74N 516537.73E and Mod6 79711.54N516681.59E. It is imperative to note, however, that the land titling process for this particular site is still in progress. The Consultant shall take this into consideration during the concept design phase and maintain sufficient flexibility in the design to accommodate any potential adjustments that may arise from the finalization of the land titling process.

The Consultant is advised to conduct site visits to all three locations to gain a comprehensive understanding of the local conditions. These visits will inform the preparation of their proposal and subsequent designs. During the bidding period, the

Client shall coordinate access to these sites for potential proposers upon request, subject to necessary security clearances. For the selected Consultant, site access during assignment execution shall be facilitated through official communication channels, and in adherence to the Project's Security Management Plan (SMP). It should be noted that while these coordinates provide general locations, the exact boundaries and dimensions of the sites shall be confirmed during the initial stages of the assignment, in consultation with the relevant authorities.

The concept design process shall commence with a thorough configuration analysis for each site, considering various configuration possibilities for the TFC offices. This analysis shall take into account site-specific factors, operational requirements, and potential future expansion needs, ensuring that the proposed designs are both functional and sustainable.

Following this analysis, the Consultant shall develop distinct concept designs for each location. Specifically, the Consultant shall prepare:

1. One (1) concept design for the proposed TFC office infrastructure at Isiolo
2. One (1) concept design for the proposed TFC office infrastructure at Modogashe
3. One (1) concept design for the proposed TFC office infrastructure at Wajir

In addition to these individual concept designs, the Consultant shall prepare a general concept configuration for each location (Isiolo, Modogashe, and Wajir). This configuration shall demonstrate the integration of all the infrastructure at each TFC office, providing a comprehensive overview of how the various components interact and function as a cohesive whole.

The Consultant is hereby informed that the accommodation units design shall accommodate a minimum of forty (40) staff members at each site, to cater for the expansive staff establishment from other agencies that will be operating at these facilities.

The Consultant shall:

- a) Develop designs for typical blocks designated for staff accommodation units.
- b) Ascertain the optimal quantity and configuration of blocks to house forty (40) staff members, considering that the design of the accommodation units will be single-story self-contained units.
- c) Ensure that the design facilitates efficient space utilization and functionality.
- d) Submit the proposed block designs and layout for accommodation units as integral components of the concept design deliverables.

The concept designs shall be comprehensive, including proposed buildings to accommodate staff, road access, utilities and related services, and traffic flows inside and

access to the facilities for the proposed TFC offices. The Consultant shall be expected to prepare, present and submit electronic copies of the concept design drawings, and also detail the significant environmental and social implications and provide cost estimates for different alternatives, ensuring that all aspects of the project are considered at this early stage.

The Consultant shall take into account the status of land acquisition and titling for each site. For Modogashe specifically, the site comprises 20 acres allocated from a larger 40-acre parcel, where the remaining portion is designated for a road contractor's satellite camp. The Consultant's concept design shall consider optimal site configuration and layout ensuring mutual security integrity for both facilities. This will require coordination with the road project's camp layout plans to establish suitable buffer zones, access arrangements, and security protocols that maintain operational independence while ensuring neither facility's configurations and/or arrangements compromise the other. The final site layout shall be developed in consultation with KeNHA to achieve secure, independent, and efficient operation of both facilities.

Upon completion of the concept designs, the Consultant shall present these designs and general concept configurations to the Client for discussion. Following this presentation, the Consultant shall incorporate all identified mitigation measures into the concept design proposals. These refined concept designs will then form the basis for the subsequent preliminary designs, ensuring a smooth transition between design phases.

The Consultant shall take into account this concept design process in the planning of staff involvement and allocation of resources for the design phase.

- d) ***Procurement of the Works:*** The Consultant will be expected to prepare bidding documents for the works, as one Package containing three lots namely; Lot 1- Construction of KRA TFC Offices at Isiolo Lot 2 - Construction of KRA TFC Offices at Modogashe and Lot 3- Construction of KRA TFC Offices at Wajir.
- e) ***Cadastral Survey:*** The Consultant shall undertake cadastral surveys to confirm the extent and location of available land. The surveys shall be on the Universal Transverse Mercator (UTM) and are to be tied to the trigonometric points in the vicinity. The surveys shall be to the accuracy of the second-class survey. The output from the surveys shall be such as to enable the consultant to propose the best and most economical way to utilize the available land.
- f) ***Topographic Survey:*** The Consultant shall carry out a topographic survey to determine existing ground profiles, position of existing buildings, structures and features, location

of existing services as well as topographical layout and profile of the existing facilities. The Consultant shall prepare drawings to appropriate scales to provide sufficient details suitable for site interpretation. The topographic survey shall extend sufficiently beyond the available boundary, to a distance of at least 300m, to allow for effective drainage design. The topographic survey shall cover access roads leading from Isiolo-Mandera Road to the proposed Infrastructure's, together with parcels adjoining these roads. The consultant shall prepare a digital terrain model with the information collected.

**g) *Hydrographic and Hydrological Survey:*** The Consultant shall carry out an in-depth hydrological study using an appropriate method, of drainage patterns at the site of the proposed Infrastructure with a view to predicating runoff volumes for various return periods, to guide design of drainage structures.

**h) *Geotechnical and Construction Materials Investigations:*** The Consultant shall carry out investigations to ascertain and identify the soil conditions and characteristics at the land parcel and of roads leading to the proposed Infrastructure. The investigations will involve establishing the thickness and composition of underlying soil strata to sufficient depths suitable for establishing structural foundations for buildings and road pavement layers.

The consultant shall review the scope of building works and recommend in his proposal the nature and extent of further geotechnical investigations to be undertaken.

**i) *Environmental and Social Management:*** The Consultant shall undertake necessary investigations to identify any environmental and social issues likely to impact on the project and its environs and propose measures to mitigate them. The consultant shall prepare Environmental and Social Impact Assessment and the Environmental Management plans and shall assist the Client to have them approved by the National Environmental Management Authority. The consultant shall ensure mitigation proposals are complied with during the construction phase of the proposed Infrastructure's.

**j) *Renewable Energy:*** Analysis with cost implications of the opportunities to green the proposed. KRA, TFC Offices by making it more climate change resilient and environmentally sustainable e.g., renewable energy options for improved energy efficiency, improved waste management, water availability and quality improvement options, tree planting options to offset GHG emissions etc.

**k) *Mitigation Measures:*** The consultant shall incorporate all identified mitigation measures into the preliminary design proposal.

The consultant shall include in his technical proposal the number, qualifications and schedule of deployment of staff who will carry out social and environmental impact assessment and its management.

## ***II. Preparation of Preliminary Design Proposals***

Based on the approved concept designs, the Consultant shall prepare comprehensive preliminary designs for the TFC offices at Isiolo, Modogashe, and Wajir. The preliminary designs shall comprise site plans, general arrangement drawings, floor plans, elevations, sections, and all requisite technical details showing the arrangement and integration of facilities, infrastructure, and services at all identified locations for the TFC office complexes. These designs shall demonstrate judicious usage of available land/space while reflecting future plans for expansion of services and facilities that may be necessary. The Consultant shall further ensure universal access both into and within all buildings, incorporating features that enable unimpeded access and use by persons with disabilities, the elderly, and other users with specific mobility requirements.

The site plan shall show the locations of proposed buildings, roads, footpaths, parking, drainage, fencing, security lighting, power and water supply, health, communications links, landscaping and other infrastructure. It shall provide details of the floor plans, including the proposed layout, partitioning, fixed fittings, loose furniture, elevations, sections, perimeter fence, access control systems; utilities/services i.e., water supply, rainwater collector, drainage, waste management, electricity, CCTV control room, server room, of all the requirements for TFC offices, communications and perspectives of all structures. In addition, the site plan shall show to sufficient details the proposed alignment of the local road network that will promote free circulation of traffic. The Consultant shall specify schedules of the proposed finishes, fixtures, fixed and moveable fittings and furniture.

The designs shall describe the structural system (buildings); finishes (internal and external); internal fittings; sun shading and ventilation methods; electrical, mechanical and IT installations proposed, including linkages and connections to the existing; water supply and waste water management; roads and pavement details; fire prevention proposals for the facilities, other external works including but not limited tree planting, boreholes will also be drilled to supplement other sources of water to cover all water requirements. Similarly, consideration is to be given to use of solar energy where feasible and making the Complex as "green" as possible; cost estimates and cost control measures. The Consultant shall endeavour to propose only designs for facilities that are competitive in terms of buildability, future maintenance requirements and environmental requirements.

The Consultant shall prepare reviews of technical specifications (architectural and engineering) for the proposed Infrastructure facilities for Client's approval. The Consultant shall prepare scheme design reviews (architectural) and preliminary drawings (engineering) presented in scales of 1:100, 1:200 or other appropriate scales, showing in detail (architectural and engineering) the site layout and the spatial arrangements and appearances of the proposed buildings, structures and infrastructures for discussion with the Client. The Consultant shall prepare comprehensive computer-generated 3D visualizations and renderings, including virtual

walk-throughs and perspective views that demonstrate spatial relationships, massing, and integration with the surrounding context, as well as physical scale models for purposes of illustrating the design to stakeholders. Based on the above preliminary/schematic designs and review, the Consultant shall prepare preliminary cost estimates for the facilities with an accuracy of  $\pm 20\%$  to guide subsequent decisions, processes and actions.

The Consultant shall seek and obtain development plans from relevant local authorities. At this stage the consultant shall also ensure that the proposed designs are in harmony with the development proposals for neighbouring buildings and land parcels. At this stage the consultant shall provide an update on the Comprehensive Project Management Plan (CPMP) pointing out accomplished tasks and outstanding activities as well as additions/deletions necessary for driving the project to completion.

The Consultant shall assist the Client to organize and manage three separate one-day stakeholder validation workshops - one each in Isiolo, Modogashe, and Wajir - to review the findings under this Stage to gather the views and reactions of the relevant stakeholders on the design proposals for proposed TFC Offices and take them into consideration in refining the preliminary designs. It is anticipated that approximately thirty (30) stakeholder representatives will attend each workshop.

Based on the concept selected above and recommendations from the stakeholders' workshops, the Consultant shall develop a final project brief for the approval of the Client.

The output from this stage shall also include recommendations on environmental/social action plan for mitigating undesirable consequences of the works and operations of the proposed Infrastructure on the environment. The consultant shall carry out the necessary social and environmental assessments with a view to mitigate the undesirable effects of construction works and prepare the necessary Social and Environmental Screening Report (SESR), Environmental Management Plan (EMP) and (where necessary) an abbreviated Resettlement Action Plan (RAP) for approval as appropriate.

### **III. Preparation of Comprehensive Project Management Plan (CPMP)**

Based on the approved final project brief and the revised concept, the Consultant shall prepare and submit for approval a comprehensive project management plan (CPMP) for implementing the proposed KRA, TFC Offices for each Lot. The CPMP shall be used to guide subsequent designs, procurement of contractor(s), and implementation of the project.

The CPMP shall include a project organization chart, project brief for implementation of the construction works, scope of management plan, project activity list, project schedule, cost management plan, quality management plan, communication management plan, risk management plan and procurement management plan. The CPMP shall clearly show all necessary covenants to be complied with as well as legal, policy and technical standards that shall require to be observed and procedures for achieving compliance and/or approvals therefrom.

#### **4.3.2 Stage 2: Detailed Designs**

Following the approval of the Scheme Design Report (SDR), the Consultant shall prepare the Draft Final Report including detailed designs and drawings (scaled architectural, structural, mechanical, electrical, and ICT drawings).

These facilities shall include all buildings, roads, yards, structures, services, social centres, utilities, etc. This shall include elaborate design calculations guided by appropriate local and internationally accepted codes and standards.

The key outputs shall comprise detailed engineering and architectural design reports, as well as environmental and economic reports. The detailed engineering and architectural design reports shall include all engineering and architectural calculations, technical and operational standards and procedures, facility types/class, specifications/codes, legal issues handled, traffic and economic predictions for the next possible planning horizon etc.

In carrying out the detailed design, the Consultant shall take into account the Client's preference for energy saving "green" features and apparatus wherever appropriate. The consultant shall ensure that connections to public transport facilities such as road and NMT are appropriately addressed during the design.

Cascading from above, a detailed priced Bills of Quantities (priced in Kenya shillings) shall be prepared clearly indicating all major items of construction (building, roads, utilities, etc.) under separate sub-sections. The financial costs estimates shall be accurate to within  $\pm 10\%$ , and shall be compared with the costs of previous projects or similar works executed in the area and adjusted accordingly. The Consultant shall make adequate provisions in the BoQ for preliminaries, compensations, material test/quality control, supervision facilities and environmental/social costs. The Consultant shall provide updates on items in the approved CPMP, in particular, the program for implementation based on the detailed design.

The final designs shall comprise scaled architectural, structural, mechanical, electrical, and ICT drawings of the proposed works, in sufficient detail to enable construction and installation works to be tendered out which shall comprise though not limited to the completion and submission of the following deliverables in 2 sets both in hard and soft copy (CAD drawings in flash disk drives), with drawings prepared at the following scales:

- a) Architectural Drawings (including site development plans and layouts) for construction
  - Site development plans: 1:200 or 1:500 as appropriate
  - Building layouts and floor plans: 1:100 or 1:50 as appropriate
  - Sections and elevations: 1:100, 1:50 or 1:20 as appropriate
  - Construction details: 1:20, 1:10, or 1:5 as appropriate
- b) Structural design drawings
  - General arrangement drawings: 1:100 or 1:50 as appropriate

- Foundation plans: 1:100 or 1:50 as appropriate
  - Structural details: 1:50, 1:20 or 1:10 as appropriate
  - Reinforcement details: 1:20, 1:10, or 1:5 as appropriate
- c) Mechanical and Sanitary Drawings (Ventilation, Sanitation, Cold water, Fire-Sprinkler etc.) for construction/installation;
- Layout plans: 1:100 or 1:50 as appropriate
  - Sections: 1:50 or 1:20 as appropriate
  - Details (Ventilation, Sanitation, Cold water, Fire-Sprinkler etc.): 1:20, 1:10, or 1:5 as appropriate
  - Schematics: To suitable scale
- d) Electrical Drawings (high-low voltage systems while also accounting for data, telecommunication etc.) for construction/installation.
- Layout plans (high-low voltage systems): 1:100 or 1:50 as appropriate
  - Distribution diagrams: To suitable scale
  - Data and telecommunication layouts: 1:100 or 1:50 as appropriate
  - Installation details: 1:20 or 1:10 as appropriate
- e) Information and communication Technology (ICT) drawings
- Infrastructure layout plans: 1:100 or 1:50 as appropriate
  - System diagrams: To suitable scale
  - Installation details: 1:20 or 1:10 as appropriate

All drawings shall be prepared using industry-standard CAD software capable of producing files compatible with AutoCAD 2018 or later versions. The submission package shall comprise native CAD files in .pln, .dwg, or .shp formats, or any other format as appropriate, alongside PDF versions, inclusive of all associated files necessary for complete documentation including external references, custom blocks, fonts, and plot styles. The Consultant shall establish and maintain consistent title blocks, legends, and drawing standards across all disciplines throughout the project documentation, and shall prepare and submit a Final Design Report (FDR) on the tasks above for the approval of the Client.

### **4.3.3 Tender Administration**

Based on the approved Final Design Report, the Consultant shall prepare and submit to the Client, Request for Bids (RfB), prepared as guided by the provided Standard Procurement Document (SPD) in accordance with the World Bank *Procurement Regulations for IPF Borrowers. PROCUREMENT IN INVESTMENT PROJECT FINANCING, Goods, Works, Non-Consulting Services and Consulting Services dated July 2016 revised in November 2017, August 2018, November 2020, September 2023 and February 2025 (“Procurement Regulations”)*,

The RfB document shall provide the statement of works and technical specifications. In addition, the statement of works and technical specifications must give detailed explanation of each item

of works and not to be general and vague. Standards must be provided for main items of works, materials and products.

In addition, the Consultant shall assist the Client as necessary to procure contractor.

#### **4.4 Phase II (Construction Supervision, Project Management Advisory and Close Out)**

##### **4.4.1 Stage 3: Project Management/Supervision of Building Works and Defects Monitoring**

Phase II services shall commence after successful completion and approval of Phase I services. Under this phase, the Consultant shall undertake all that is necessary for successful implementation of the project, including any additional technical studies and investigations needed as a consequence of carrying out the design.

The Consultant shall perform the duties and obligations of the Project Manager and be fully responsible for the supervision of the construction works while reporting to the Director Development (KeNHA) who is the mandated Project Coordinator from the Employer's side.

The Consultant shall, in general, exercise the full contractual powers of the Project Manager (the Engineer) as identified in the Conditions of Contract for the Works in all matters concerning the works contract and the execution of the Works. The Consultant shall appoint a Supervisor (Team Leader) and experienced resident staff with three (3) teams, one for Isiolo, second for Modogashe and the other Wajir, who will be assigned to supervise all the site works to final successful completion of the Works Contract.

The Consultant shall be fully responsible for supervision of the construction and defects monitoring of works till the end of the contract and will assume responsibility for the complete contract design and implementation. In this regard, the Consultant shall carry out all of the Services necessary, including but not limited to the following:

- (i). Check and establish that the Contractor mobilizes and supplies to the contract all plant, equipment and machinery that has been committed in the tender and ensure that all such items of plant remain on the contract until their release has been authorized;
- (ii). Coordinate and deal with matters relating to relocation of utilities as necessary;
- (iii). Approve the Contractor's work programme, method statements, material sources etc.
- (iv). Ensure compliance with all design parameters, inspect the setting-out, progress and quality of work, and to resolve technical issues that may arise during the course of the works.
- (v). Check the qualities of the materials brought to site and ensure that the qualities of construction activities are in compliance with the Specifications;
- (vi). Monitor the establishment and operation of two independent testing laboratories i.e., the Contractor's quality control laboratory and the Consultant's quality assurance laboratory, both provided under the works contract. The Consultant shall ensure proper implementation of testing procedures and the Quality Management System as stipulated

- in the Technical Specifications, while maintaining operational independence between the two laboratories to preserve testing integrity.;
- (vii). Lead project site inspections/meetings, including but not limited to kick-off meetings, regular progress meetings, trouble-shooting, practical completion/hand over, and final sign-off meetings;
  - (viii). Prepare and submit reports as defined in this Section (5) of the Terms of Reference (Reporting Obligations) and Maintain records, correspondences and diaries;
  - (ix). Approve and/or issue working drawings, approve the setting out of the works and give instructions to the Contractor.
  - (x). Measure the completed works and keep measurement records necessary for preparation of valuations of work carried out and completed and issue Interim Payment Certificates for Client's approval;
  - (xi). Check and verify the Contractor's monthly statements and claims and other documents to ensure compliance with the Contract, certify the quantities of work executed, and prepare interim payment certificates.
  - (xii). Inspect the extraction, or fabrication, or assembly of materials and components as appropriate to affirm quality of such materials/workmanship before delivery to site.
  - (xiii). Ensure the proper opening and reinstatement of quarries, spoil areas and borrow pits in accordance with the requirements of the Technical Specifications and the National Environment Management Authority (NEMA) regulations of Kenya.
  - (xiv). Assess claims notified by the Contractor and potential claims. Review previous decisions on claims. Advise the Client on the outcome of the review and make recommendations on appropriate action by the Client.
  - (xv). Ensure that the Contractor introduces, establishes and maintains appropriate and mandatory health and safety measures and procedures on site.
  - (xvi). When required, review and comment on periodic financial reports including the effect of any variations on costs due to change orders and/or price escalation.
  - (xvii). Carry out all administration work related to project supervision requirements including proper conduct, attendance and performance of duties of staff and ensuring that appropriate records are kept for all equipment, materials, etc. which have been supplied under the Contract.
  - (xviii). Prepare and submit detailed inventories on all the facilities including buildings, roads, drainage structures, traffic signs and all other basic construction details.
  - (xix). At practical completion stage undertake joint-inspection of the works with all parties and agree a punch-list of deficiencies/outstanding works to be rectified.
  - (xx). If there are outstanding claims at the end of the Construction Phase, the Consultant shall assist the Client in claims analysis, and resolution of contractual disputes and in the litigation process that may ensue.
  - (xxi). During the Defects Notification Period, inspect the works at appropriate intervals and certify the Defects Notification Certificate for issuance by the Client.

- (xxii). At the end of the Defects Notification Period, the Consultant shall secure and compile maintenance and operational manuals, occupation permits, fire protection certificates, Utility Inspector's Certificate for the proper commissioning of the completed premises.
- (xxiii). Prepare and submit "as-built" drawings, together with the Final Completion Report for the project. This report shall include all the relevant technical and financial details of the project, including any specific recommendations for routine and periodic maintenance of facilities including sustainability initiatives for the counties and those that may require special care and attention.

#### **4.5 Environmental, Social, Health, Labour and Safety Risks Mitigation**

##### **4.5.1 Environmental and Social**

The Consultant will assist the Client in establishing a system for monitoring the application and effectiveness of environmental and social impact mitigation measures set out in the environmental management plan, as per the Bank guidelines, and shall:

- (i). Review and assess the project's Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), and other relevant safeguard documents to ensure comprehensive implementation of mitigation measures;
- (ii). Conduct regular site visits to monitor compliance with ESMP requirements and ensure implementation of mitigation measures, including but not limited to:
  - a. Enforcing provision of appropriate construction site signatures.
  - b. Ensuring that all haul routes shall be kept watered to reduce dust
  - c. Ensuring that all gravel pits and quarries shall be backfilled as instructed after extraction of material. The overburden material removed shall be properly stockpiled and after extraction of material, shall be used for backfilling of the borrow pit. Where it may not be possible to backfill the borrow pit or quarry to its original level, the side slopes shall be properly trimmed before planting of trees and grass.
  - d. Ensuring that the contractor plants trees and other vegetation (e.g., grass) after the restoration of the gravel pits and quarries.
- (iii). Supervise environmental protection activities encompassing waste management, pollution control, dust suppression, noise reduction, water management, and biodiversity conservation;
- (iv). Monitor compliance with labour standards, occupational health and safety protocols, community health requirements, gender inclusivity provisions, and operation of grievance redress mechanisms;
- (v). Facilitate and document stakeholder engagement activities, ensuring meaningful consultation with local communities and timely address of concerns in accordance with ESMP requirements. The Consultant shall further monitor the contractor's efforts to prevent its staff and labour from doing harm to the social and cultural values of the pastoralist communities at the proposed construction sites.;

- (vi). Prepare detailed monthly and quarterly compliance reports documenting observations, non-compliance issues, corrective actions, and recommendations for improvement

#### **4.5.2 Health and Safety**

- (i). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) Clause 18 which covers the health and safety of all persons on the site and protection of the public and of owners and occupiers of adjacent land.
- (ii). The Consultant shall monitor that the health and hygiene of the community nearby contractor's camps, plants and construction sites is not affected by the contractor's operation, its staff, emissions from plants and equipment and dust.
- (iii). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) Clause 19.

#### **4.5.3 Staff and Labour**

- (i). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) Clause 9.3 with regard to but not limited to preventing the contractor's labour not to do harm to the social and cultural values of the local community and restricted from being involved in unlawful and disorderly conduct, including children sexual abuse, etc.; prohibition of forced or compulsory labour; prohibition of harmful child labour.
- (ii). The Consultant shall monitor the contractor's effort to sensitize its staff and labour not to harm the social and cultural values of the local community and prevention of involvement in unlawful and disorderly conduct.
- (iii). The Consultant shall report to the Client the actions taken by the contractor to reprimand and hand over to the law enforcement authorities as required, any staff or labour that has been involved in unlawful and disorderly conduct.

#### **4.5.4 Remedial measures**

The Consultant shall apply any penalties, agreed in the contract for delay of the submission of updated ESMPs, implementation plans, and not complying with the requirements of the ESMPs and international good practice.

The Engineer shall apply penalties for non-compliance with environmental, social, health, labour and safety requirements of the contract. When the non-compliance causes severe damage to the environmental, economic, social and cultural values of the community living within the influence area of the project the Engineer may recommend to the Employer the suspension of the works contract.

### **4.6 Architectural Services**

The Consultant shall provide comprehensive architectural services encompassing conceptual design, detailed design development, technical documentation, and construction phase services

for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall comply with the provisions of the Architects and Quantity Surveyors Act CAP 525 Laws of Kenya – Schedule of duties for normal Architectural Services and Scale of fees to include Environmental Design services, Interior Design Services and Landscape Design Services for Phase 1. The Consultant shall also ensure that the architectural services shall conform to local building regulations and by-laws, international best practices in institutional facility design, climate-responsive design principles, green building standards, universal accessibility requirements and security design considerations. The Consultant shall also perform any additional architectural services that may be required as authorized and approved by the client.

#### **4.7 Quantity Surveying Services**

The Consultant shall provide comprehensive quantity surveying services encompassing cost planning, bills of quantities preparation, tender documentation, and construction cost management for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall comply with the provisions of the Architects and Quantity Surveyors Act CAP 525 Laws of Kenya – Schedule of duties for normal Quantity Surveying Services and Scale of fees. The Consultant shall ensure that the quantity surveying services conform to standard methods of measurement and best practices in cost management. The Consultant shall also perform any additional quantity surveying services that may be required as authorized and approved by the client.

#### **4.8 Structural & Civil Engineering Services**

The Consultant shall provide comprehensive structural and civil engineering services encompassing structural analysis, design of building structures, civil works design, and construction phase supervision for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall comply with the provisions of the Engineers Act No. 43 of 2011, as read together with its Legislative Supplement No. 11 of 2022 – The Engineers (Scale of Fees for Professional Engineering Services) Rules, 2022. The Consultant shall ensure that all structural and civil engineering services conform to relevant building codes, standards, and international best practices in structural and civil engineering design and construction. The Consultant shall also perform any additional structural and civil engineering services that may be required as authorized and approved by the client.

#### **4.9 Mechanical & Electrical Engineering Services**

The Consultant shall provide comprehensive mechanical and electrical engineering services encompassing HVAC systems, plumbing systems, electrical installations, ICT infrastructure, security systems design, and construction phase supervision for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall comply with the provisions of the Engineers Act No. 43 of 2011, as read together with its Legislative Supplement No. 11 of 2022 – The Engineers

(Scale of Fees for Professional Engineering Services) Rules, 2022. The Consultant shall ensure that all mechanical and electrical engineering services conform to relevant codes, energy efficiency standards, and international best practices in MEP design and implementation. The Consultant shall also perform any additional mechanical and electrical engineering services that may be required as authorized and approved by the client.

#### **4.10 Land Surveying Services**

The Consultant shall provide comprehensive land surveying services encompassing topographical surveys, boundary surveys, cadastral surveys, setting out, and construction phase surveying for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall comply with the provisions of the Survey Act CAP 299 Laws of Kenya and relevant regulations governing land survey practice in Kenya. The Consultant shall ensure that all surveying services meet required accuracy standards, employ appropriate survey control networks, and conform to current best practices in land surveying. The Consultant shall also perform any additional land surveying services that may be required as authorized and approved by the client.

#### **4.11 Landscape and Infrastructure Architectural/Design services**

The Consultant shall provide comprehensive landscape and infrastructure architectural services encompassing site planning, outdoor spaces design, circulation systems, drainage systems, irrigation systems, and landscape elements for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall include sustainable landscaping solutions appropriate for the local climate conditions, integrated infrastructure design, and construction phase supervision. The Consultant shall ensure that all landscape and infrastructure design services conform to relevant environmental regulations, local authority requirements, and international best practices in sustainable landscape architecture. Special consideration shall be given to water conservation, use of indigenous plants, and climate-resilient design solutions. The Consultant shall also perform any additional landscape and infrastructure architectural services that may be required as authorized and approved by the client.

#### **4.12 ICT services**

The Consultant shall provide comprehensive ICT services encompassing network infrastructure design, systems integration, and implementation support for the TFC office facilities at Isiolo, Modogashe, and Wajir. These services shall include the design of data centers, structured cabling systems, security systems, and integration with the Regional Electronic Cargo Tracking System (RECTS) and KRA enterprise systems. The Consultant shall ensure that all ICT services conform to international telecommunications standards, KRA ICT infrastructure requirements, cybersecurity best practices, and relevant government regulations including Information and Communications Technology Authority (ICTA) guidelines on Government Enterprise Architecture (GEA) and Kenya Standard on Accessibility of ICT Products and Services. Special consideration shall be given to system reliability, data security, and operational continuity

requirements for mission-critical facilities. The Consultant shall also perform any additional ICT services that may be required as authorized and approved by the client.

## 5 KEY STAFF REQUIREMENTS AND QUALIFICATIONS

As a minimum, the consultant will be required to employ the following key staff with the following Experience and Qualifications: The Key staff to be deployed to the three lots as appropriately.

- (i) **Team Leader and Architect (Phase 1):** The Team Leader must be an Architect with degree in Architecture or equivalent from a recognized university and a minimum of eight (8) years' post-registration experience. The Team Leader must be registered/accredited by a relevant official body in any country such that the Board of Registration of Architects & Quality Surveyors, upon application, will be able to attest the accreditation and grant correspondent local accreditation as an Architect, with a current and valid practising license. The Team Leader must have served in a similar role on long-term basis on at least 2 (two) successfully completed Institutional building design and 2 (two) successfully completed building construction supervision projects assignments as a Project Coordinator/Team Leader/Chief Architect where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
- (ii) **Project Coordinator (Phase 2):** The Team Leader must be an Architect with degree in Architecture or equivalent from a recognized university and a minimum of eight (8) years' post-registration experience. The Team Leader must be registered/accredited by a relevant official body in any country such that the Board of Registration of Architects & Quality Surveyors, upon application, will be able to attest the accreditation and grant correspondent local accreditation as an Architect, with a current and valid practising license. The Team Leader must have served in a similar role on long-term basis on at least 2 (two) successfully completed Institutional building design and 2 (two) successfully completed building construction supervision projects assignments as a Project Coordinator/Team Leader/Chief Architect where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
- (iii) **Architect:** The Architect must have a degree in Architecture or equivalent from a recognized university and a minimum of eight (8) years' post-registration experience. The Architect must be registered/accredited by a relevant official body in any country such that the Board of Registration of Architects & Quality Surveyors, upon application, will be able to attest the accreditation and grant correspondent local accreditation as an Architect, with a current and valid practising license. The Architect must have served in a similar role on long-term basis on at least 2 (two) successfully completed Institutional

building design and 2 (two) successfully completed building construction supervision projects assignments as a Team Leader or Chief Architect where the value of the works was at least KES. 150 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.

- (iv) **Structural Engineer:** The Structural Engineer must have a degree in Civil/Structural Engineering or equivalent from a recognized university and a minimum of seven (7) years' post-registration experience. The Structural Engineer must be registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Professional Engineer, with a current and valid practising license. The Structural Engineer must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design and one (1) successfully completed building construction supervision projects assignments as a Chief Structural Engineer where the value of the works was at least KES. 150 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
- (v) **Quantity Surveyor:** The Quantity Surveyor must have a degree in Quantity Surveying/Building Economics or equivalent from a recognized university and a minimum of ten (10) years' post-registration experience. The Quantity Surveyor must be registered/accredited by a relevant official body in any country such that the Board of Registration of Architects & Quantity Surveyors, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Quantity Surveyor, with a current and valid practising license. The Quantity Surveyor must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design and two (2) successfully completed building construction supervision projects assignments as a Principal Quantity Surveyor where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
- (vi) **Mechanical Engineer:** The Mechanical Engineer must have a degree in Mechanical Engineering or equivalent from a recognized university and a minimum of seven (7) years' post-registration experience. The Structural Engineer must be registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Professional Engineer, with a current and valid practising license. The Structural Engineer must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design and one (1)

successfully completed building construction supervision projects assignments as a Chief Mechanical Engineer where the value of the works was at least KES. 150 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.

- (vii) **Electrical Engineer:** The Electrical Engineer must have a degree in Electrical Engineering or equivalent from a recognized university and a minimum of seven (7) years' post-registration experience. The Electrical Engineer must be registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Professional Engineer, with a current and valid practising license. The Electrical Engineer must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design and one (1) successfully completed building construction supervision projects assignments as a Chief Electrical Engineer where the value of the works was at least KES. 150 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
  
- (viii) **Interior Designer:** The Interior Designer must have a degree in Interior Design or equivalent from a recognized university and a minimum of eight (8) years' post-graduation experience. The Interior Designer must be registered/accredited by a relevant official body in any country such that the Interior Designers Association of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as an Interior Designer, with a current and valid practising license. The Interior Designer must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design or building construction supervision projects assignments as a Chief Interior Designer where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
  
- (ix) **Landscape Architect:** The Landscape Architect must have a degree in Landscape Architecture or equivalent from a recognized university and a minimum of eight (8) years' post-graduation experience. The Landscape Architect must be registered/accredited by a relevant official body in any country such that the Board of Registration of Architects & Quality Surveyors, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Landscape Architect, with a current and valid practising license. The Landscape Architect must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design or building construction supervision projects/assignments as a Chief Landscape Architect where the value of the works was at least KES. 200 million for each assignment,

and the assignments shall have been completed within the last five (5) years. Fluency in both written and spoken English is essential.

- (x) **Engineering Surveyor:** The Engineering Surveyor must have a degree in Engineering/Land Surveying or equivalent from a recognized university and a minimum of eight (8) years' post-graduation experience. The Engineering Surveyor must be registered/accredited by a relevant official body in any country such that the Institute of Surveyors of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Registered Land Surveyor, with a current and valid practising license. The Engineering Surveyor must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design and two (2) successfully completed building construction supervision project assignments as a Chief Engineering Surveyor where the value of the works was at least KES. 150 million for each assignment, and the assignments shall have been completed within the last eight (8) years. Fluency in both written and spoken English is essential.
  
- (xi) **Highway/Traffic Engineer:** The Highway/Traffic Engineer must have a degree in Civil Engineering or equivalent from a recognized university and a minimum of seven (7) years' post-graduation experience. The Highway/Traffic Engineer must be registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Professional Engineer, with a current and valid practising license. The Highway/Traffic Engineer must have served in a similar role on long-term basis on at least 2 (two) successfully completed civil and traffic analysis tasks for infrastructure assignments as a Chief Highway/Traffic Engineer where the value of the works was at least KES. 150 million for each assignment, and the assignments shall have been completed within the last seven (7) years. The Highway/Traffic Engineer shall be highly proficient in at least one modern highway design software package. Fluency in both written and spoken English is essential.
  
- (xii) **Materials and Geotechnical Engineer:** The Materials and Geotechnical Engineer must have a degree in Civil Engineering/Geotechnical Engineering or equivalent from a recognized university and a minimum of seven (7) years' post-graduation experience. The Materials and Geotechnical Engineer must be registered/accredited by a relevant official body in any country such that the Engineer's Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Professional Engineer, with a current and valid practising license. The Materials and Geotechnical Engineer must have served in a similar role on long-term basis on at least 2 (two) successfully completed Materials and Geotechnical analysis tasks for infrastructure assignments as a Chief Materials and Geotechnical Engineer where the

value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last seven (7) years. Fluency in both written and spoken English is essential.

- (xiii) **Hydrologist:** The Hydrologist must have a degree in Hydrology or equivalent from a recognized university and a minimum of seven (7) years' post-graduation experience. The Hydrologist must be registered/accredited by a relevant official body in any country such that the Water Board of Kenya, upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Water Engineer (Hydrologist), with a current and valid practising license. The Hydrologist must have served in a similar role on long-term basis on at least 2 (two) successfully completed Hydrological analysis tasks for infrastructure assignments as a Hydrologist where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last seven (7) years. Fluency in both written and spoken English is essential.
- (xiv) **Clerk of Works:** The Clerk of Works must have a relevant graduate or diploma level qualifications in Civil Engineering Technology or equivalent from a recognized university/higher education institution and a minimum of seven (7) years' post-qualification experience. The Clerk of Works must have served in a similar role on long-term basis on at least 4 (four) successfully completed building construction supervision assignments as a Clerk of Works where the value of the works was at least KES. 300 million for each assignment, and the assignments shall have been completed within the last ten (10) years. Fluency in both written and spoken English and Swahili is essential.
- (xv) **Environmental Specialist:** The Environmental Specialist must have a degree in Environmental Sciences or equivalent from a recognized university and a minimum of ten (10) years' post-graduation experience. The Environmental Specialist must be registered/accredited by a relevant official body in any country such that the National Environment Management Authority (NEMA), upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Lead Expert, with a current and valid practising license. The Environmental Specialist must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design or building construction supervision projects/assignments as a Lead Expert (Environmental Specialist) where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last eight (8) years. The Environmental Specialist shall have working knowledge of World Bank's environmental safeguards requirements. Fluency in both written and spoken English and Swahili is essential.

- (xvi) **Sociologist:** The Sociologist must have a degree in Sociology/Social Sciences, Development Sociology/Anthropology/Development Studies or equivalent from a recognized university and a minimum of ten (10) years' post-graduation experience. The Sociologist must be registered/accredited by a relevant official body in any country such that the National Environment Management Authority (NEMA), upon application, will be able to attest the accreditation and grant correspondent local accreditation as a Lead Expert, with a current and valid practising license. The Sociologist must have served in a similar role on long-term basis on at least 2 (two) successfully completed building design or building construction supervision projects/assignments as a Lead Sociologist (Environmental Specialist) where the value of the works was at least KES. 200 million for each assignment, and the assignments shall have been completed within the last eight (8) years. The Sociologist shall have working knowledge of World Bank's social safeguards requirements. Fluency in both written and spoken English and Swahili is essential.
- (xvii) **Others/Support Experts:** The proposer shall also provide the services support personnel/experts on need basis with a minimum qualification of a degree, Minimum 7 year's professional experience in their areas of expertise to be engaged upon approval by the Employer.

### 5.1 Key Staff Estimated Inputs

*Table 2 Key staff inputs Isiolo, Modogashe and Wajir Trade Facilitation Centre Offices*

*Phase I- Design Phase (Lump Sum Contract)*

NO.	Position	Phase I – Design period		
		Site Studies – 1 month	Design Phase – 3 months	Tender Assistance stage – 1 month
		(Expert- months)	(Expert- months)	(Expert- months)
1	Team Leader and Architect	0.2	3	0.3
2	Architect - 2 No	0.4	6	0.4
3	Structural Engineer	0.1	1.5	0
4	Quantity Surveyor	0	1	0.25
5	Mechanical Engineer:	0	1	0.1
6	Electrical Engineer	0	1	0.1
7	Highway/Traffic Engineer	0.5	1	0
8	Engineering Surveyor	0.5	1	0
9	Materials and Geotechnical Engineer	0.5	1	0
10	Hydrologist	1	1.5	0
11	Environmental Specialist	1	1	0
12	Sociologist Specialist	1	1	0
	<b>TOTAL</b>	<b>5.2</b>	<b>20</b>	<b>1.15</b>

**Table 2: Key staff inputs Isiolo TFC Offices Phase II- Supervision Phase (Time base Contract)**

NO.	Position	Phase II – Supervision Phase		
		Construction Supervision period – 12 months	Defects Notification Period- 6 months	Project Closeout- 0.5 month
		(Expert- months)	(Expert- months)	(Expert- months)
1	Project Coordinator	0.2	0.1	0.1
2	Architect	12	2	0.5
3	Structural Engineer	12	2	0
4	Quantity Surveyor	2	0.5	0.1
5	Mechanical Engineer:	1	0.1	0
6	Electrical Engineer	1	0.1	0
7	Highway/Traffic Engineer	4	1	0
8	Engineering surveyor	2	0.4	0.1
9	Materials and Geotechnical Engineer	1	0.1	0
10	Hydrologist	1	0.1	0
11	Environmental Specialist	1	1	0
12	Sociologist Specialist	1	1	0
13	Clerk of Works – 1 No.	12	6	0.5
	<b>TOTAL</b>	<b>50.2</b>	<b>14.4</b>	<b>1.3</b>

**Note:** The time input for the Project Coordinator position shown in this table represents the maximum time allocation for the Isiolo TFC Office site. The same Project Coordinator will serve all three TFC office sites (Isiolo, Modogashe, and Wajir), with their total time commitment being the aggregate of the allocations shown in Tables 2, 3, and 4.

**Table 3: Key staff inputs Modogashe TFC Offices Phase II- Supervision Phase (Time base Contract)**

NO.	Position	Phase II – Supervision Phase		
		Construction Supervision period – 12 months	Defects Notification Period- 6 months	Project Closeout- 0.5 month
		(Expert- months)	(Expert- months)	(Expert- months)
1	Project Coordinator	0.2	0.1	0.1
2	Architect	12	2	0.5
3	Structural Engineer	12	2	0
4	Quantity Surveyor	2	0.5	0.1
5	Mechanical Engineer:	1	0.1	0
6	Electrical Engineer	1	0.1	0
7	Highway/Traffic Engineer	4	1	0
8	Engineering surveyor	2	0.4	0.1
9	Materials and Geotechnical Engineer	1	0.1	0
10	Hydrologist	1	0.1	0
11	Environmental Specialist	1	1	0
12	Sociologist Specialist	1	1	0
13	Clerk of Works – 1 No.	12	6	0.5
	<b>TOTAL</b>	<b>50.2</b>	<b>14.4</b>	<b>1.3</b>

**Note:** The time input for the Project Coordinator position shown in this table represents the maximum time allocation for the Modogashe TFC Office site. This is the same Project Coordinator as referenced in Tables 2 and 4, who will serve all three TFC office sites, with their total time commitment being the aggregate of the allocations shown across these tables.

**Table 4: Key staff inputs Wajir TFC Offices Phase II- Supervision Phase (Time base Contract)**

NO.	Position	Phase II – Supervision Phase		
		Construction Supervision period – 12 months  (Expert- months)	Defects Notification Period- 6 months  (Expert- months)	Project Closeout- 0.5 month  (Expert- months)
1	Project Coordinator	0.2	0.1	0.1
2	Architect	12	2	0.5
3	Structural Engineer	12	2	0
4	Quantity Surveyor	2	0.5	0.1
5	Mechanical Engineer:	1	0.1	0
6	Electrical Engineer	1	0.1	0
7	Highway/Traffic Engineer	4	1	0
8	Engineering surveyor	2	0.4	0.1
9	Materials and Geotechnical Engineer	1	0.1	0
10	Hydrologist	1	0.1	0
11	Environmental Specialist	1	1	0
12	Sociologist Specialist	1	1	0
13	Clerk of Works – 1 No.	12	6	0.5
	<b>TOTAL</b>	<b>50.2</b>	<b>14.4</b>	<b>1.3</b>

**Note:** The time input for the Project Coordinator position shown in this table represents the maximum time allocation for the Wajir TFC Office site. This is the same Project Coordinator as referenced in Tables 2 and 3, who will serve all three TFC office sites, with their total time commitment being the aggregate of the allocations shown across these tables.

## 5.2 Support Staff Estimated Inputs

The following are the staff requirements and man-months for the design and supervision inputs in regards to the support staff for Phase I & II services.

No.	Position	Phase I			Phase II	
		Site Studies – 1 month	Design Phase – 3 months	Tender Assistance stage. – 1 month	Construction Supervision period – 12 months	Defects Notification Period – 6 months
		(Expert – months)	(Expert – months)	(Expert – months)	(Expert – months)	(Expert – months)
1	Junior Civil Engineer (3 No.)	0	6	3	36	3
2	Assistant Surveyors (3 No.)	3	6	0	18	12
3	Environmental Assistant (3 No.)	0	0	0	36	6
4	Sociologist Assistant (3 No.)	0	0	0	36	6
5	Laboratory Technician (3 No.)	0	0	0	36	6
6	Survey Chainman/woman (6 No.)	0	12	0	36	12
7	Laboratory Attendant (6 No.)	0	0	0	72	12
8	Draughtsman/woman (3 No.)	0	6	0	36	6
9	Secretary (3 No.)	0	0	0	36	0
10	Office Assistant (3 No.)	0	0	0	36	0
	<b>TOTAL</b>	<b>3</b>	<b>30</b>	<b>3</b>	<b>378</b>	<b>63</b>

The Consultant will provide the necessary local support staff (To be identified by the local Partner and vetted by the Employer) – including junior engineers, draftsmen, field surveyor, laboratory technicians, inspectors/field supervisors and office support staff – needed in order to carry out the assignment and discharge the consultant’s responsibilities effectively.

The support personnel/experts shall be engaged on a need basis with a minimum qualification of a degree, Kenya Higher National Diploma or Ordinary Diploma with extensive experience, Kenya Trade Test depending on their areas of expertise to be engaged upon approval by the employer.

The works contract will contain provisions for employment of support staff for Phase II. The consultant will be responsible for paying all emoluments, allowances and overtime for the key staff and any other support staff accounted for under the consultant's financial proposal excluding housing which will be provided under the relevant works contract. Appropriate financial provisions must be made under the Consultant's financial proposal.

## **6 REPORTING, DELIVERABLES AND TIME SCHEDULE**

The Consultant shall report to the Director, Development, ("D D") on all matters pertaining to this contract. The Consultant shall prepare the following reports during the course of the assignment. Reports are to be submitted in two (2) hard copies and three (3) copies in electronic format - in flash disk drives. The soft copies shall be in two versions; a searchable, colour pdf version (in one single file) and editable versions of the component sections of the report (i.e. in formats compatible with MS Word, MS Excel, MS Project, etc).

All drawings, designs, and associated documentation prepared by the Consultant under this Contract shall be and remain the property of the Employer. The Consultant shall be required to submit, in addition to the PDF renderings of all drawings and designs, the complete suite of raw electronic files in their native formats (including but not limited to AutoCAD, Revit, ArchiCAD, or other relevant software formats). Such submission shall include all associated files, external references, custom libraries, and any other digital assets utilized in the creation of said drawings and designs. The aforementioned files shall be submitted in formats and versions that are fully editable and readily accessible by the Employer.

### **6.1 Phase I – Reporting Requirements**

#### **(i) Inception Report**

The Inception Report shall establish the framework for the execution of the consultancy services. The Consultant is expected to present a clear updated understanding of the project scope, methodology, and initial findings, setting the foundation for the entire assignment. The Consultant is expected to prepare this after gaining additional relevant contextual information, either from the Client or document review. It shall be submitted within fourteen (14) days after the commencement of Services.

The content and format of the Inception Report, which shall be as agreed with the Director Development (D

D), will include but not be limited to the following:

- a) Updated detailed work schedule and methodology for executing the assignment
- b) Updated key staff deployment plan
- c) Initial findings from site visits and document reviews
- d) Refined approach for conceptual and detailed designs
- e) Proposed stakeholder engagement strategy
- f) Preliminary security risk assessment for project sites
- g) Identified challenges and proposed mitigation measures
- h) Plan for data collection and surveys
- i) Outline of proposed design standards and specifications to be used

#### **(ii) Stakeholder Engagement Report**

The Stakeholder Engagement Report shall document the initial consultations carried out with stakeholders regarding the proposed Trade Facilitation Centre (TFC) offices at Isiolo, Modogashe, and Wajir. This report shall provide a comprehensive overview of the stakeholder engagement process and its outcomes. This report shall be submitted 30 days from the commencement of the Services.

The content and format of the Stakeholder Engagement Report, which shall be as agreed with the Director Development (DD), will include but not be limited to the following:

- a) Executive summary of stakeholder engagement activities and key findings;
- b) Methodology used for stakeholder identification and engagement;
- c) List of stakeholders consulted, including their roles and interests in the project;
- d) Summary of engagement activities conducted, including dates, venues, and number of participants;
- e) Key issues, concerns, and suggestions raised by stakeholders;
- f) Analysis of stakeholder feedback and its implications for the project design and implementation;
- g) Proposed strategies for addressing stakeholder concerns and incorporating their input into the project;
- h) Plan for ongoing stakeholder engagement throughout the project lifecycle;
- i) Annexes, including meeting minutes, attendance records, and any relevant correspondence.

### **(iii) Concept Design Report**

The Consultant shall prepare and submit a comprehensive Concept Design Report encompassing the proposed Trade Facilitation Centre (TFC) offices at Isiolo, Modogashe, and Wajir. This report shall serve as a critical foundation for the subsequent design phases and shall provide a thorough analysis of the initial design concepts for each location.

The content and format of the Concept Design Report, which shall be as agreed with the D (D) will include but not be limited to the following:

- a) Executive Summary
- b) Configuration analysis results for each location
  - Site-specific factors and constraints
  - Operational requirements analysis
  - Future expansion considerations
- c) Detailed concept designs for each TFC office infrastructure at Isiolo, Modogashe, and Wajir
  - Architectural concepts
  - Preliminary structural and engineering systems
  - Proposed utilities and services
  - Security features and systems

- ICT infrastructure concepts
- d) General concept configurations showing integration of all infrastructure
  - Site layout and general arrangement
  - Interrelation of various components
- e) Environmental and social implications
  - Preliminary assessment of potential environmental impacts
  - Identification of social considerations and community impacts
  - Proposed mitigation measures
- f) Cost estimates for different alternatives
  - Comparative analysis of various design options
  - Life-cycle cost considerations
- g) Sustainability features
  - Energy efficiency measures
  - Water conservation strategies
  - Use of environmentally friendly materials
- h) Phasing strategy (if applicable)
  - Proposed implementation stages
  - Timeline for phased development
- i) Recommendations for site adjustments (if necessary)
  - Particularly for Modogashe, considering the ongoing land titling process
- j) Annexes
  - Concept design drawings
  - Preliminary calculations and technical data
  - Relevant correspondence and approvals

The Consultant shall pay particular attention to the ongoing land titling process in Modogashe and provide recommendations for any necessary site adjustments to accommodate potential changes in land availability or configuration.

#### **(iv) Preliminary Design Report**

Following the approval of the Concept Design, the Consultant shall prepare and submit a comprehensive Preliminary Design Report for the Trade Facilitation Centre (TFC) offices at Isiolo, Modogashe, and Wajir. This report shall serve as a crucial intermediate step between the conceptual phase and the detailed design phase, providing a robust foundation for the subsequent development of the project. The Preliminary Design Report shall summarize the findings, analyses, results, and recommendations of the preliminary design phase. It shall contain all supporting material and provide a thorough examination of the proposed designs for each location. The submission deadline for this report shall be eight (8) weeks from the commencement of Services.

The content and format of the Preliminary Design Report shall be subject to the approval of the Director Development (D D). The report shall contain all supporting material and include, but not be limited to, the following components:

- a) Executive summary;
- b) Preliminary architectural designs;
- c) Preliminary engineering designs;
- d) Layouts and scale models as directed by the Director Development;
- e) Performance characteristics of proposed buildings, roads, yards, and associated services;
- f) Preliminary cost estimates based on a life cycle approach;
- g) Proposed implementation schedule;
- h) Environmental and social-economic impact assessment of the proposed facilities;
- i) Consideration of local cultural elements, including Islamic cultural considerations where appropriate, in the design;
- j) Comprehensive Project Management Plan (CPMP) including:
  - Project organization chart
  - Project brief for implementation of the construction works
  - Scope of management plan
  - Project activity list
  - Project schedule
  - Cost management plan
  - Quality management plan
  - Communication management plan
  - Risk management plan
  - Procurement management plan
- k) All necessary covenants to be complied with, as well as legal, policy, and technical standards that shall require observation, including procedures for achieving compliance and/or obtaining necessary approvals.

The report shall include an executive summary, main body, and relevant annexes containing technical data, calculations, preliminary drawings (A3 size), minutes of key meetings, and pertinent correspondence and approvals.

#### **(v) Stakeholder Validation Workshop Report**

Following the completion of the Preliminary Design Report, the Consultant shall organize and conduct stakeholder validation workshops in Isiolo, Modogashe, and Wajir. The Stakeholder Validation Workshop Report shall document the proceedings and outcomes of these workshops.

The content and format of the Stakeholder Validation Workshop Report, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Executive summary of the workshops' proceedings and key outcomes;
- b) Detailed description of the workshop methodology and agenda;

- c) List of participants, including their affiliations and roles;
- d) Presentation of the preliminary designs to stakeholders, including visual aids used;
- e) Summary of stakeholder feedback, comments, and concerns raised during the workshops;
- f) Analysis of stakeholder input and its implications for the final design;
- g) Proposed modifications to the preliminary designs based on stakeholder feedback;
- h) Action plan for incorporating stakeholder input into the final design phase;
- i) Recommendations for ongoing stakeholder engagement during the project implementation;
- j) Annexes, including workshop materials, attendance sheets, detailed minutes, and photographic documentation.

#### **(vi) Draft Final Design Report**

The Draft Final Design Report shall present the comprehensive detailed design for all project components for client review and approval. This report shall build upon the approved Preliminary Design Report and incorporate all subsequent refinements and developments. This report shall be submitted 90 days from the commencement of the Services.

The content and format of the Draft Final Design Report, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Executive summary of the final design development process and outcomes;
- b) Complete detailed architectural and engineering designs for all TFC offices at Isiolo, Modogashe, and Wajir;
- c) Draft final detailed calculations and technical specifications for all building components and systems;
- d) Draft final comprehensive site development plans including access roads, parking areas, and other external works;
- e) Draft final detailed mechanical, electrical, plumbing, and ICT systems designs;
- f) Draft final Materials Report;
- g) Draft final environmental and social impact assessment findings;
- h) Draft final environmental and Social Management Plan (ESMP);
- i) Draft final Land Acquisition Plans, where applicable;
- j) Draft final Resettlement Action Plan (RAP), where applicable;
- k) Detailed cost estimates and Bills of Quantities (confidential);
- l) Draft final implementation schedule and construction phasing plan;
- m) Draft final Quality assurance and control procedures;
- n) Draft final Operation and maintenance guidelines;
- o) Annexes containing all supporting documentation, calculations, and drawings.

**(vii) Draft Bidding Documents and Drawings**

The Draft Bidding Documents and Drawings shall provide a complete set of documents required for the tendering process, in compliance with World Bank standards. These shall be submitted 90 days from the commencement of the Services.

The content and format of the Draft Bidding Documents and Drawings, which shall be prepared in accordance with the World Bank's Standard Procurement Document (SPD), will include but not be limited to the following:

- a) Instructions to Bidders;
- b) Bid Data Sheet;
- c) Evaluation and Qualification Criteria;
- d) Bidding Forms;
- e) Employer's Requirements including:
  - Detailed scope of works
  - Technical specifications
  - Performance requirements
  - Quality assurance requirements
  - Environmental, social, health, and safety requirements
- f) General Conditions of Contract;
- g) Particular Conditions of Contract;
- h) Contract Forms;
- i) Complete set of drawings including:
  - Architectural drawings
  - Structural drawings
  - Mechanical drawings
  - Electrical drawings
  - Plumbing drawings
  - ICT infrastructure drawings
  - External works drawings
  - Standard details
- j) Detailed Bills of Quantities;
- k) Implementation schedule requirements;
- l) Environmental and social management requirements.

**(viii) Final Design Report**

The Final Design Report and Final Bidding Documents and Drawings shall present the final, approved design and bidding documents incorporating all client feedback and necessary revisions. These shall be submitted 120 days from the commencement of the Services.

The content and format of the Final Design Report shall maintain the structure of the Draft Final Design Report while incorporating:

- a) All revisions and modifications requested by the Client;
- b) Additional information or clarifications requested during the review process;
- c) Updated calculations and specifications where necessary;
- d) Refined cost estimates and Bills of Quantities;
- e) Final implementation schedule;
- f) All necessary approvals and clearances from relevant authorities;
- g) Final environmental and social safeguard documents;
- h) Complete set of detailed drawings incorporating all revisions;
- i) Updated operation and maintenance guidelines;
- j) Any additional studies or investigations conducted during the review period.

The submission of the Final Design Report shall include comprehensive documentation in both printed and electronic formats. In addition to the PDF renderings of all drawings and designs, the Consultant shall submit the complete suite of raw electronic files in their native formats. This shall include, but not be limited to, all CAD files, Building Information Modeling (BIM) files, and associated databases, complete with all external references, block libraries, plot styles, and other digital assets necessary for the full utilization and modification of the drawings. The submission of these raw files is a mandatory requirement and shall be considered a material obligation under this Contract. The Consultant hereby acknowledges and agrees that all such files and associated intellectual property rights shall vest in and remain the absolute property of the Employer, who shall have unfettered rights to modify, adapt, or otherwise alter such drawings and designs for any purpose whatsoever.

The acceptance of the Final Design Report and processing of associated payments shall be contingent upon the satisfactory submission of all required electronic files in their original, editable formats.

**(ix) Final Bidding Documents and Drawings**

The Final Bidding Documents and Drawings shall incorporate all revisions deemed necessary arising from comments received from the Director Development on the Draft Bidding Documents, following discussions and agreement with the Consultant.

The content and format of the Final Bidding Documents and Drawings shall include:

- a) Final versions of all components included in the Draft Bidding Documents;

- b) All revisions and modifications requested by the Client;
- c) Additional clarifications or information requested during the review process;
- d) Updated Bills of Quantities incorporating any revisions;
- e) Complete set of final drawings (A3 size) including:
  - Plan and profile drawings
  - Mass haul diagrams
  - Cross-sections
  - Layout of junctions
  - Traffic signs
  - Road marking
  - Standard drawings for all components
  - All other drawings necessary for construction
- f) Final technical specifications incorporating any revisions;
- g) Updated implementation schedule requirements;
- h) Final environmental and social management requirements.

The Final Bidding Documents and Drawings submission shall include all drawings in both PDF format and their original, native file formats. This requirement extends to all CAD files, associated databases, and digital assets used in the preparation of the drawings, including but not limited to:

- Original CAD files with all external references
- Block and title block libraries
- Plot style tables and plotting configurations
- Font files and shape files
- Custom line types and hatch patterns
- All associated design and calculation files

The submission of complete, editable electronic files in their native formats is a material obligation under this Contract and a condition precedent to the acceptance of the Final Bidding Documents and Drawings and the processing of final payments. The Consultant acknowledges that all such files and associated intellectual property rights shall vest in and remain the property of the Employer, who shall have unrestricted rights to modify, adapt, or otherwise alter such drawings and designs for any purpose deemed necessary by the Employer.

## **6.2 Phase II – Reporting Requirements**

### **(i) Inception Report**

The Consultant shall prepare and submit a comprehensive Inception Report for Phase II of the assignment, establishing the framework for construction supervision of the TFC offices at Isiolo, Modogashe, and Wajir. The report shall be submitted fourteen (14) days after the commencement of Phase II Services.

The content and format of the Inception Report, which shall be as agreed with the Director Development (DD), will include but not be limited to the following:

- a) Detailed revised work plan and supervision methodology;
- b) Resource mobilization status, including:
  - Key personnel deployment schedule
  - Equipment and facilities mobilization plan
  - Establishment of site offices
- c) Supervision preparedness analysis, including:
  - Review of contractor's submissions and preparedness
  - Assessment of site conditions and access
  - Evaluation of local resource availability
  - Analysis of potential constraints and mitigation measures
  - Readiness of supervision tools and systems
- d) Contract management strategy, including:
  - Quality control procedures
  - Document control systems
  - Communication protocols
  - Reporting mechanisms
  - Meeting schedules
- e) Performance monitoring framework, including:
  - Detailed Key Performance Indicators (KPIs) for:
    - Construction progress and milestone achievement
    - Quality management and control
    - Financial management and cost control
    - Environmental and social safeguards compliance
    - Health and safety performance

- Document control and reporting efficiency
  - Stakeholder engagement effectiveness
  - KPI measurement methodologies and frequencies
  - Baseline establishment procedures
  - Performance targets and minimum thresholds
  - Monitoring and evaluation procedures
  - Corrective action triggers and protocols
  - Performance reporting mechanisms
- f) Risk assessment and mitigation strategy for the supervision phase;
- g) Coordination framework with key stakeholders;
- h) Environmental and social safeguards monitoring plan;
- i) Issues requiring immediate Client attention or intervention.

#### **(ii) Monthly Progress Reports**

The Monthly Progress Reports shall provide comprehensive documentation of the construction progress for the TFC offices at Isiolo, Modogashe, and Wajir. These reports shall include separate assessments of both the Consultant's Services Contract and the Contractor's Works Contract. The reports shall be submitted not later than ten (10) days after the end of each reporting month.

The content and format of the Monthly Progress Reports, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Executive summary of overall project status;
- b) Physical progress of works:
  - Detailed progress against planned activities
  - Critical path analysis
  - Photographic documentation of progress
  - Quality control test results and analysis
- c) Financial progress:
  - Work quantities executed
  - Payment certificates processed
  - Cash flow analysis and projections
  - Claims and variations status
- d) Resource utilization:

- Contractor's personnel and equipment
  - Materials procurement and delivery status
  - Supervision team deployment
- e) Technical matters:
- Design modifications if any
  - Construction challenges and solutions
  - Quality assurance/control activities
  - Technical queries and resolutions
- f) Contractual matters:
- Status of instructions issued
  - Correspondence summary
  - Claims and disputes
  - Contract variations
- g) Key Performance Indicators monitoring:
- Achievement status of established KPIs
  - Analysis of performance trends
  - Identification of performance gaps
  - Corrective actions implemented
  - Updated KPI tracking dashboard
  - Recommendations for performance improvement
- h) Three-month forward resource-based work program with output targets;
- i) Previous month's output-based progress analysis;
- j) Issues requiring Client's attention or decision.

### **(iii) Adhoc Valuation Reports**

The Ad hoc Valuation Reports serve as comprehensive payment verification documents that support the Contractor's Interim Payment Certificate (IPC) applications. These reports provide detailed documentation and justification for payments based on work completed. Additionally, they support the Employer's decision-making process by offering a thorough analysis of the works executed. The Ad hoc Valuation Reports shall be submitted simultaneously with each IPC application from the Contractor for every payment period in which the Contractor prepares a request for payment.

The content and format of the Ad hoc Valuation Reports, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Detailed measurement and quantification of all works completed during the period;
- b) Analysis of work quantities against contract Bills of Quantities;
- c) Valuation of completed works at contract rates;
- d) Assessment of any variations or claims;
- e) Evaluation of any price adjustments;
- f) Analysis of any acceleration or delay costs;
- g) Calculation of any liquidated damages or bonuses;
- h) Review of previous payments and cumulative amount certified;
- i) Recommendations for current payment certification.
- j) Financial Performance metrics analysis:
  - Financial KPIs status and trends
  - Payment processing efficiency indicators
  - Cost control effectiveness measures
  - Value for money assessments
  - Cash flow performance indicators
  - Financial risk monitoring metrics

#### **(iv) Monthly Safeguards Performance Reports**

The Monthly Safeguards Performance Reports shall document the monitoring and evaluation of environmental and social impact mitigation measures throughout the construction phase. The reports shall be submitted not later than ten (10) days after the end of each reporting month.

The content and format of the Monthly Valuation Reports, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Status of ESMP implementation;
- b) Environmental monitoring results:
  - Air quality measurements
  - Noise level readings
  - Water quality tests
  - Waste management practices
- c) Social impact monitoring:
  - Community relations and stakeholder engagement
  - Labor conditions

- Gender considerations
  - Cultural heritage protection
  - Labour issues
  - SEA-SH prevention and response
- d) Occupational health and safety performance:
- Accident/incident reports
  - Safety violations and corrective actions
  - Training conducted
  - PPE compliance
- e) Grievance management:
- New grievances received
  - Status of existing grievances
  - Resolution measures implemented
  - Analysis of trends
- f) Compliance status with:
- National regulations
  - World Bank safeguard policies
  - Contract requirements
  - ESMP provisions
- g) Corrective actions:
- Issues identified
  - Actions implemented
  - Outstanding matters requiring attention
- h) Safeguards performance monitoring framework, including:
- Environmental performance indicators status
  - Social safeguards compliance metrics
  - Health and safety performance measures
  - Grievance resolution efficiency indicators
  - Stakeholder engagement effectiveness metrics
  - Analysis of trends against established targets
  - Recommendations for performance enhancement

**(v) The Final Account**

The Final Account shall provide a comprehensive financial summary of the entire project, reconciling all payments and claims. The report shall be submitted not later than two (2) weeks after the expiry of the Defects Notification Period.

The content and format of the Final Account Report, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Detailed tabulation on item-by-item basis of all works executed ("final work quantity"). Sufficient detail shall be included for all work items to enable the work quantities to be correlated to specific geographical locations and time periods as appropriate;
- b) Detailed tabulation on item-by-item basis of all previous certification for each bill item ("total certified quantity") and, by comparing with the final work quantity with the total certified quantity, determine and implement any adjustments required;
- c) Final valuation of all works at contract rates;
- d) Analysis of all variations executed during the contract;
- e) Assessment of all claims and their resolution;
- f) Calculation of price adjustments and escalation;
- g) Review of all interim payments certified;
- h) Reconciliation of advance payments and recoveries;
- i) Analysis of liquidated damages or bonuses applied;
- j) Final project cost analysis and comparison with initial contract value;
- k) Complete documentation supporting all financial transactions.

**(vi) Draft Completion Report**

The Draft Completion Report shall provide a comprehensive record of the project implementation, including technical, financial, and administrative aspects. The report shall be submitted not later than two (2) weeks after the expiry of the Defects Notification Period.

The content and format of the Draft Completion Report, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- a) Executive summary of project implementation;
- b) Detailed description of works completed;
- c) As-built documentation:
  - Complete set of as-built drawings
  - Technical specifications actually implemented

- Materials and equipment incorporated in the works
- d) Quality assurance/control records:
  - Test results and certificates
  - Inspection reports
  - Non-conformance reports and resolutions
- e) Operation and maintenance documentation:
  - Operation manuals
  - Maintenance schedules
  - Warranty certificates
  - Spare parts lists
- f) Project management documentation:
  - Organizational structure implemented
  - Resources utilized
  - Communication protocols followed
  - Document control systems used
- g) Complete photographic record of the construction process;
- h) Lessons learned and recommendations for future projects.

**(vii) Final Completion Report**

The Draft Completion Report shall provide a comprehensive record of the project implementation, including technical, financial, and administrative aspects. The report shall be submitted not later than one (1) month after the expiry of the Defects Notification Period.

The content and format of the Final Completion Report, which shall be as agreed with the Director Development (D D), will include but not be limited to the following:

- All components of the Draft Completion Report with necessary revisions;
- Summary of principal difficulties encountered and solutions implemented;
- Detailed analysis of:
  - Time performance against program
  - Cost performance against budget
  - Quality achievement against specifications
  - Environmental and social compliance
  - Contract administration effectiveness

- Complete documentation of:
  - All variation orders issued
  - Utilization of provisional sums
  - Price variations and adjustments
  - Physical and financial contingencies
  - Monthly payment certificates
- Project statistics and performance indicators;
- Recommendations for:
  - Future maintenance requirements
  - Operational considerations
  - Similar future projects
- Complete set of project documentation in electronic format.

### 6.3 Reporting Deliverables and Time Schedule

The minimum reports required under this assignment are described in the preceding sections and tabulated below. The Consultant shall additionally prepare any other reports required to discharge the assignment adequately and professionally. The types of reports for Phase I are:

**Table 5: Phase I Deliverables and Reporting Schedule**

Report type	Timelines (after Contract Commencement Date)	Format and No. of Copies
Inception Report	14 days	<ul style="list-style-type: none"> <li>• Two (2) hard copies</li> <li>• Two (2) flash drives containing:               <ul style="list-style-type: none"> <li>○ One searchable color PDF (single file)</li> <li>○ Editable files in native formats (MS Word, Excel, etc.)</li> </ul> </li> </ul> One set for the Client and one for the World Bank, clearly marked
Stakeholder Engagement Report	30 days	
Concept Design Report	6 weeks	
Preliminary Report	45 days	
Stakeholder Validation Workshop Reports	Within 2 weeks after each workshop	
Draft Final Design Report	90 days	
Draft Bidding Documents and Drawings	90 days	
Final Design Report	120 days	<ul style="list-style-type: none"> <li>• Two (2) hard copies</li> </ul>

Report type	Timelines (after Contract Commencement Date)	Format and No. of Copies
Final Bidding Documents and Drawings	120 days	<ul style="list-style-type: none"> <li>• Two (2) flash drives containing:               <ul style="list-style-type: none"> <li>○ One searchable color PDF (single file)</li> <li>○ Editable files in native formats (MS Word, Excel, etc.)</li> <li>○ CAD files and other design files in original formats</li> </ul> </li> </ul> <p>One set for the Client and one for the World Bank, clearly marked</p>

**Table 6: Phase II Deliverables and Reporting Schedule**

Report type	Timelines (after Contract Commencement Date)	Format and No. of Copies
Inception Report	14 days	<ul style="list-style-type: none"> <li>• Two (2) hard copies</li> <li>• Two (2) flash drives containing:               <ul style="list-style-type: none"> <li>○ One searchable color PDF (single file)</li> <li>○ Editable files in native formats (MS Word, Excel, etc.)</li> </ul> </li> </ul> <p>One set for the Client and one for the World Bank, clearly marked</p>
Monthly Progress Reports	Within 10 days after end of each month	
Ad hoc Valuation Reports	Simultaneously with payment certificates	
Monthly Safeguards Performance Reports	Within 10 days after end of each month	
The Final Account	Within two weeks after expiry of Defects Notification Period	
Draft Completion Report	Within two weeks after expiry of Defects Notification Period	

<b>Report type</b>	<b>Timelines (after Contract Commencement Date)</b>	<b>Format and No. of Copies</b>
Final Completion Report	Within One month after expiry of Defects Notification Period	<ul style="list-style-type: none"> <li>○ One searchable color PDF (single file)</li> <li>○ Editable files in native formats (MS Word, Excel, etc.)</li> <li>○ CAD files and other design files in original formats</li> </ul> <p>One set for the Client and one for the World Bank, clearly marked</p>

#### **6.4 Cost of Production**

The Consultant shall bear the cost of printing and reproduction of all reports and documents under this assignment as well as all associated cost of submission and obtaining of approvals/Comments as appropriate and should take this into account in his financial proposal.

In the event that the Consultant's reports or designs and documents are found unacceptable at any stage of the project, the Consultant will resubmit revised reports or documents or designs at no additional cost. Any revisions required by the Client following submissions for approval will be completed by the Consultant within the cost for consultancy services (Phase I shall be paid on submission of acceptable reports and deliverables, in accordance with lump-sum contract, while Phase II shall be paid under the Time-Based contract).

#### **6.5 Return of Documents, Soft Copies and Software to the Client**

At the end of the assignment, the Consultant shall return to the Client, documents, reports and all written communications originating from both parties and put at the disposal of the Consultant for the purpose of the project, together with an inventory. Soft copies of all documents shall also be handed over to the Client in a format which is editable by industry standard software agreed with the Client in advance.

Neither the Consultant nor any of their staff shall claim a right of authorship or design patent on the contents of any of the reports and documents submitted during the project.

#### **6.6 Lateness in Reporting**

Where a report required under any section of these Terms of Reference is delayed beyond the stipulated time for submission, the consultant shall provide to the Client an explanation satisfactory to the Client for the delay in submission and the remedial measures to be undertaken.



## **7 DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT**

The Client will make available to the Consultant, the following data, documents and information:

- (i) A brief to describe the essential requirements of the client. The Brief shall form the main basis of the consultants' designs, with further necessary inputs coming from interactions in Progress/Consultative Meetings.
  - a) Location details on the site of the works;
  - b) Standard Specifications for Road and Bridge Construction and State Department of Public Works Engineering and Architectural Standards for Design and Construction of Buildings;
  - c) World Bank Procurement Regulations and Standard Documents for Consultancy Services and Works;
  - d) Any other document the consultant finds relevant for the execution of the assignment provided that such document is in the custody of the Client. Appropriate charges may be levied for additional documents not listed under (a) – (d) above and the consultant shall pay for all levies and fees chargeable by the relevant authority for issuance of any required permits. All such costs shall be deemed included in the consultants Financial Proposal.
- (ii) The Client will provide the following services to the Consultant:
  - a) Liaison and assistance to obtain any other information and documents required from the Government of Kenya and which the Client considers essential for the proper conduct of the assignment;
  - b) Customs and tax exemptions as detailed in the GCC and SCC for the consultancy contract;
  - c) Assistance to obtain work permits for any expatriate staff of the Consultant;
  - d) Transport and office space to be provided under the works contract during Phase II of the project. However, during Phase I, the consultant shall cater for his transport and office space needs, and may include the cost of these services in his Financial Proposal.
- (iii) The Client shall, **through the works contract** and for the purpose of performance of supervision services during the construction period and defects notification period only, provide the consultant with:
  - a) Site offices with relevant equipment, furniture, utilities, security and consumables
  - b) Site laboratory facilities independent from the Contractor's laboratory, complete with equipment, consumables, utilities, and security. The Consultant shall, however, supervise its establishment to ensure compliance with the relevant technical specifications and project requirements.

- c) Consultant's supervision vehicles inclusive of drivers, fuel and lubricants, servicing, insurance, overtime etc.
- d) Furnished site accommodation for those key staff and support staff who are permanently stationed on site. Guest quarters will be provided for visiting staff.

However, it will be the responsibility of the Consultant to supervise provision of the above stated facilities and equipment by the contractor in accordance with the contract documents. Any equipment purchased by the consultant and paid for by the Client shall become the property of the Client upon completion of the services, or whenever it is no longer required for carrying out services, whichever occurs earlier.

During Phase I of the assignment, the Client shall not provide the above referred facilities (item iii) and the consultant shall make provision for the same in his proposal.

## **8 TRAINING**

The Consultant shall provide structured on-site training to at least three junior engineers, two architects, and two quantity surveyors, who will be assigned through the implementing agency KeNHA. These trainees shall receive training in all relevant aspects of design, site supervision, and project management. The trainees shall be compensated through provisional sums included in both the Consultancy Services Contract and the Works Contract, which will cover their allowances and associated costs. During Phase I (Design), the provisional sum for trainee compensation shall be included in the Consultancy Services Contract, while during Phase II (Supervision), the provisional sum shall be included in the Works Contract. The trainees shall be deployed to the Consultant's office and site on a full-time basis where the Consultant shall provide training, mentorship, and professional development support. Further, the Consultant shall report on training progress in milestone reports during the design phase and in monthly and quarterly progress reports during the construction phase.

## **9 OVERSIGHT RESPONSIBILITY AND REPORTING**

The consultant will be reporting to the Director Development, Kenya National Highways Authority (KeNHA), from where the Beneficiary Entity the Kenya Revenue Authority shall be consulted and or provided with information and reports from time to time on all matters relating to the progress and any requirement that may be necessary to be provided for by the Beneficiary Entity or is required to participate. All approvals will be done by the implementing agency (KeNHA) subject to concurrence from the beneficiary entity the Kenya Revenue Authority.

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## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**

**TIME-BASED FORM OF CONTRACT  
STANDARD FORM OF CONTRACT**

**Consultant's Services**  
Time-Based – Phase II



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**CONTRACT FOR CONSULTANT’S SERVICES  
Time-Based (Phase II)**

**HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT**

**Credit No. 6768-KE**

**CONSULTANCY SERVICES FOR DESIGN AND CONSTRUCTION  
SUPERVISION OF KENYA REVENUE AUTHORITY (KRA) TRADE  
FACILITATION CENTRE (TFC) OFFICES AT ISIOLO, MODOGASHE  
AND WAJIR**

**Contract No. KeNHA/XXXX/2026**

**between**

**KENYA NATIONAL HIGHWAYS AUTHORITY**

**and**

---

*[Name of the Consultant]*

**Dated: 2026**



## I. Form of Contract

### TIME-BASED – PHASE II

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Kenya National Highways Authority (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (IDA) toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
    - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
-

- (b) The Special Conditions of Contract;
- (c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: Reimbursables Cost Estimates
- Appendix E: Form of Advance Payments Guarantee
- Appendix F: Code of Conduct (ES)
- Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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

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

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

For and on behalf of Kenya National Highways Authority

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**Eng. Luka Kimeli – Ag. Director General**

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

---

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
  - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.
  - (j) **“Day”** means a working day unless indicated otherwise.

- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“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.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“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.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site.
- (aa) **“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.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

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

**4. Language**

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

**5. Headings**

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

**6. Communications**

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

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

- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the **GCC**.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **17. Force Majeure**

### **a. Definition**

- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- b. No Breach of Contract** 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 & 57.
- 18. Suspension** 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such

failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19. Termination

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

### a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

### b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case

of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 58.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 58.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

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

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### **C. OBLIGATIONS OF THE CONSULTANT**

#### **20. General**

**a. Standard of Performance**

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

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

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

- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,  
Inspection and  
Auditing**

- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting  
Obligations**

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

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other

restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

## **28. Equipment, Vehicles and Materials**

- 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **29. Health and Safety**

- 29.1. The Consultant shall:
- (a) comply with all applicable health and safety regulations and Laws;
  - (b) comply with all applicable health and safety obligations specified in the Contract;
  - (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
  - (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
  - (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
  - (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

## **30. Code of Conduct**

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

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

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

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

### **31. Forced Labor**

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

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

### **32. Child Labor**

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

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

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

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

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**33. Workers’  
Organizations**

33.1. In countries where the relevant labor laws recognise workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.

**34. Non-  
Discrimination and  
Equal Opportunity**

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

termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

**35. Experts Grievance Mechanism**

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**36. Training of Experts**

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

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

#### **D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS**

- 37. Description of Key Experts**
- 37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B**.
- 37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.
- 37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.
- 38. Replacement of Key Experts**
- 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

**39. Approval of Additional Key Experts**

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

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

**40. Removal of Experts or Sub-consultants**

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

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
- (f) undertakes behaviour which breaches the Code of Conduct for Experts (ES);

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

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

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

40.4. Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

**41. Replacement/ Removal of Experts**

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or

– **Impact on Payments**

incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**42. Working Hours, Overtime, Leave, etc.**

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

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

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

## **E. OBLIGATIONS OF THE CLIENT**

**43. Assistance and Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services

with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

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

**44. Access to Project Site**

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

**45. Change in the Applicable Law Related to Taxes and Duties**

45.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2.

**46. Services, Facilities and Property of the Client**

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

46.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the

Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3.

**47. Counterpart  
Personnel**

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

47.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.

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

**48. Payment  
Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**49. Ceiling Amount**

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

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

49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**50. Remuneration and  
Reimbursable  
Expenses**

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

reasonably incurred by the Consultant in the performance of the Services.

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

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

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

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

#### **51. Taxes and Duties**

51.1. 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**.

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

#### **52. Currency of Payment**

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

#### **53. Mode of Billing and Payment**

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

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

be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by

the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

- 54. Interest on Delayed Payments** 54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

### **G. FAIRNESS AND GOOD FAITH**

- 55. Good Faith** 55.1. 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**

- 56. Amicable Settlement** 56.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 56.2. 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 57.1 shall apply.
- 57. Dispute Resolution** 57.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

## II. General Conditions Attachment 1

### Fraud and Corruption

*(Text in this Attachment shall not be modified)*

#### 1. Purpose

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

#### 2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

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

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

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of The Republic of Kenya</b>
4.1	<b>The language is:</b> English
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : Kenya National Highways Authority Barabara Plaza, Off Airport South Road, Opp. KCAA P.O. Box 49712-00100 Nairobi Attention : Director (Development)</p> <p>E-mail: directordevelopment@kenha.co.ke</p> <p>Consultant : _____ _____</p> <p>Attention : _____ _____</p> <p>E-mail: _____ _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____ _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Eng. Henry Gakuru – Director (Development)</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<p><b>The effectiveness conditions are the following:</b></p> <p>(a) Satisfactory performance of Phase I Contract, including acceptance, by the Client, of the Final Design Report and the Construction Tender Documents; and</p> <p>(b) Issue of Order to Commence of Phase II of the Assignment by the Client and commencement of works</p>

<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be Two (2) Months.</b></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be 7 days from the date of the order to commence services.</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be Twelve (12) Months Construction Supervision and Six (6) Months Defects Liability Period and Half (0.5) Month Close out period.</b></p>
<b>23.1</b>	<p><b>No additional provisions.</b></p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage</b> equal to the total Ceiling Amount of the Contract.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Republic of Kenya;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Kenya;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

27.1	No exceptions to the proprietary rights provisions.
27.2	<b>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</b>
49.2	<p><b>The Contract price is: _____ local currency and _____ foreign currency exclusive of local indirect taxes.</b></p> <p><b>Any applicable indirect taxes, if any, will be inserted during contract negotiations based on the Consultant’s Financial Proposal estimates</b></p>
50.3	<p><b>Price adjustment on the remuneration applies.</b></p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \left\{ \text{or } R_f = R_{fo} \times \left[ 0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix C</b>) in foreign currency;</p> <p><math>I_f</math> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p><math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_f</math> and <math>I_{fo}</math> in the adjustment formula for remuneration paid in foreign currency: [<i>Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g., “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”</i>]</p>

	<p>(2) Remuneration paid in local currency pursuant to the rates set forth in <b>Appendix D</b> shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \left\{ \text{or} \quad R_t = R_{t_0} \times \left[ 0.1 + 0.9 \frac{I_t}{I_{t_0}} \right] \right\}$ <p>where</p> <p><math>R_t</math> is the adjusted remuneration;</p> <p><math>R_{t_0}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix D</b>) in local currency;</p> <p><math>I_t</math> is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p><math>I_{t_0}</math> is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_t</math> and <math>I_{t_0}</math> in the adjustment formula for remuneration paid in local currency:</p> <p>The source of indices shall be: <b>Kenya National Bureau of Statistics</b></p> <p>The indices to be used shall be: <b>Consumer price indices</b></p> <p><b>Note:</b>  <i>The base date for price adjustment is the date of effectiveness of Phase I Contract. Consequently, the first price adjustment will be on the 13<sup>th</sup> month of contract implementation from the date of effectiveness of Phase I Contract.</i></p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor <math>X_0/X</math>. <math>X_0</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. <math>X</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p><b>51.1 and 51.2</b></p>	<p>The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from output VAT and Import Duties with regards to services offered to and goods imported for the specific</p>

	implementation of the project in line with the VAT Act in Kenya and the EAC Customs Management Act.
<b>52.1</b>	<b>The currency [currencies] of payment shall be the following:</b> <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>
<b>53.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of <b>10% of the Time-Based Contract Amount</b> in the currency(ies) of the Financial Proposal within 56 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal installments against the statements for the first five (5) months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<b>53.1(e)</b>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
<b>54.1</b>	<p><b>The interest rate is:</b> <i>For Local Currency: The Central Bank of Kenya Average mean lending plus 1% for administrative costs</i></p> <p><i>For Foreign Currency: Secured Overnight Financing Rate ( SOFR) of maturity 3 months +1% for administrative costs</i></p>
<b>57.</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a</p>

	<p>name for such an appointment by the Party who initiated the proceedings, either Party may apply to the <i>International Chamber of Commerce (ICC) International Court of Arbitration, Paris</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the International Chamber of Commerce (ICC) International Court of Arbitration, Paris</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a)</p>

	<p>through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>a country which is neither the Client's country nor the Consultant's country</i></li> <li>(b) the <i>English</i> language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul>



## **IV. Appendices**

### **APPENDIX A – TERMS OF REFERENCE**

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

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

### **APPENDIX B - KEY EXPERTS**

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

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### **APPENDIX C – REMUNERATION COST ESTIMATES**

1. Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] 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] at the negotiations or state that none has been made.]*

- 2.



## **APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form 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-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

## APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 53.1(a) and SCC 53.1(a)]

{Guarantor letterhead or SWIFT identifier code}

### Bank Guarantee for Advance Payment

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

**Beneficiary:** \_\_\_\_\_ [insert Name and Address of Client]

**Date:** \_\_\_\_\_ [insert date]\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [insert number]\_\_\_\_\_

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

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

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

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

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

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

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

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

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*[signature(s)]*

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

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

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## **APPENDIX F - CODE OF CONDUCT**

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

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

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

## **PART III**

### **Section 9. Notification of Intention to Award and Beneficial Ownership Forms (Time Based – Phase 2)**

## Notification of Intention to Award

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

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

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

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

## Notification of Intention to Award

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

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

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

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

### 1. The successful Consultant

**Name:** *[insert name of successful Consultant]*

**Address:** *[insert address of the successful Consultant]*

**Contract price:** *[insert contract price of the successful Consultant]*

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

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

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

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

---

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

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

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

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

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

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

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

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

**Agency:** [*insert name of Client*]

**Email address:** [*insert email address*]

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

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

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

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

**5. How to make a complaint**

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

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

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

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

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

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

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

Further information:

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

In summary, there are four essential requirements:

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

## 6. Standstill Period

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

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

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

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

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

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

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

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

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

**Request for Proposal reference No.:** *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

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

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

**Details of beneficial ownership**

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

<i>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]*\_\_\_\_\_

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.



LUMP-SUM FORM OF CONTRACT

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Lump-Sum – Phase I



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**CONTRACT FOR CONSULTANT’S SERVICES**

**Lump-Sum (Phase I)**

**HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT**

**CREDIT No. 6768-KE**

**Contract No. KeNHA/XXXX/2026**

**CONSULTANCY SERVICES FOR DESIGN AND CONSTRUCTION  
SUPERVISION OF KENYA REVENUE AUTHORITY (KRA) TRADE  
FACILITATION CENTRE (TFC) OFFICES AT ISIOLO, MODOGASHE  
AND WAJIR**

**between**

**KENYA NATIONAL HIGHWAYS AUTHORITY**

**and**

---

*[Name of the Consultant]*

**Dated: ....2026**

## I. Form of Contract

### LUMP-SUM – PHASE I

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Kenya National Highways Authority (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (IDA): toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
  - (b) The Special Conditions of Contract;

## (c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee
- Appendix E Code of Conduct (ES)
- Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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

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

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

For and on behalf of Kenya National Highways Authority

---

**Eng. Luka Kimeli – Ag. Director General**

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

---

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
  - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.
  - (j) **“Day”** means a working day unless indicated otherwise.

- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“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.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“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.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site.
- (aa) **“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.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

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

## 3. Law Governing Contract

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

## 4. Language

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

## 5. Headings

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

## 6. Communications

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

communication is addressed, or when sent to such Party at the address specified in the **SCC**.

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

**7. Location**

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

**10. Fraud and Corruption**

- 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

**a. Commissions and Fees**

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

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s

Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 52 & 53.

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 53.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
- 19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 53.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

- a. Standard of Performance** 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not

named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

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

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

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

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

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

**21. Conflict of Interest**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 50) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure

that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,  
Inspection and  
Auditing**

- 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. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting  
Obligations**

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

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related

to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment, Vehicles and Materials**

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

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

**29. Health and Safety**

29.1. The Consultant shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
- (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; and

- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

### **30. Code of Conduct**

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

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

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

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

### **31. Forced Labor**

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

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

### **32. Child Labor**

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

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

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

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

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

### **33. Workers’ Organizations**

33.1. In countries where the relevant labor laws recognise workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.

### **34. Non- Discrimination and Equal Opportunity**

34.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 32).

**35. Experts Grievance Mechanism**

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**36. Training of Experts**

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

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

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

- 37. Description of Key Experts** 37.1. 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**.
- 38. Replacement of Key Experts** 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. 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.
- 39. Removal of Experts or Sub-consultants** 39.1. If the Client finds that any Expert or Sub-consultant:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
  - (f) undertakes behaviour which breaches the Code of Conduct for Experts,
- the Consultant shall, at the Client's written request, provide a replacement.
- 39.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

- 39.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 39.4. Subject to the requirements in Clause GCC 39.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.
- 39.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **40. Assistance and Exemptions**

- 40.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
  - (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege,

pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

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

**41. Access to Project Site**

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

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

42.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 46.1

**43. Services, Facilities and Property of the Client**

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

**44. Counterpart Personnel**

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

44.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the

replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**45. Payment  
Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**46. Contract Price**

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

46.2. Any change to the Contract price specified in Clause GCC 46.1 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**.

**47. Taxes and Duties**

47.1. 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**.

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

**48. Currency of  
Payment**

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

**49. Mode of Billing and  
Payment**

49.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 46.1.

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

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

portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

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

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

49.2.5 With the exception of the final payment under 49.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **50. Interest on Delayed Payments**

50.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 49.2.2, 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**

#### **51. Good Faith**

51.1. 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

### 52. Amicable Settlement

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

52.2. 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 53.1 shall apply.

### 53. Dispute Resolution

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



**II. General Conditions**  
**Attachment 1**  
**Fraud and Corruption**  
*(Text in this Attachment shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

2.2 To this end, the Bank:

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

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

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

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

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of The Republic of Kenya</b>
4.1	<b>The language is:</b> English
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : Kenya National Highways Authority Barabara Plaza, Off Airport South Road, Opp. KCAA P.O. Box 49712-00100 Nairobi</p> <p>Attention : Director (Development)</p> <p>E-mail: directordevelopment@kenha.co.ke</p> <p>Consultant : _____ _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____ _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Eng. Henry Gakuru – Director (Development)</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>The effectiveness conditions are the following:</b> <i>None</i>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> Two (2) Months</p>

<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> Fourteen (14) days from the date of the order to commence services</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> Twelve (12) Months Construction Supervision and Six (6) Months Defects Liability Period and Half (0.5) Month Close out period.</p>
<b>21 b.</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>

<b>23.1</b>	<b>No additional provisions.</b>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage</b> equal to the total Ceiling Amount of the Contract.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Republic of Kenya;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Kenya;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	No exceptions to the proprietary rights provisions.
<b>27.2</b>	<b>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</b>
<b>46.1</b>	<p><b>The Contract price is: _____ local currency and _____ foreign currency exclusive of local indirect taxes.</b></p> <p><b>Any applicable indirect taxes, if any, will be inserted during contract negotiations based on the Consultant’s Financial Proposal estimates.</b></p>
<b>47.1 and 47.2</b>	The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from OUTPUT VAT and tax liabilities with regards to services offered to and goods imported for the specific

	implementation of the project in line with the VAT Act in Kenya and the EAC Customs Management Act.
<b>49.2</b>	<p><b>The payment schedule:</b></p> <p><b>1st payment (Advance payment):</b> 20% of the Lump-sum Contract amount shall be made against the bank guarantee for the same amount as per GCC 41.2.1. The advance payment will be set off by the Client in equal portions against the 4th and 5th payment and therefore its percentage does not constitute the total percentage (100%) of all installments.</p> <p><b>2<sup>nd</sup> payment:</b> 10% of the Lump-sum Contract amount against submission and approval of the Inception Report.</p> <p><b>3<sup>rd</sup> Payment:</b> Payment of 20% of the Lump-sum Contract amount against submission and approval of the Preliminary Design Report including all associated deliverables.</p> <p><b>4<sup>th</sup> Payment:</b> Payment of 30% of the Lump-sum Contract amount against delivery and approval of the Draft Final Design Report including all associated deliverables.</p> <p><b>5<sup>th</sup> Payment (Assignment completion):</b> Payment of 40% of the Lump-sum contract amount <b>against submission and approval of the Final Design Report including all associated deliverables.</b></p>
<b>49.2.1</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment of <b>20% of the Lump-sum Contract Amount</b> in the currency(ies) of the Financial Proposal within 56 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against <ul style="list-style-type: none"> <li>3<sup>rd</sup> Payment</li> <li>4<sup>th</sup> Payment</li> </ul> </li> <li>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</li> <li>(3) The bank guarantee will be released when the advance payment has been fully set off.</li> </ol>

49.2.4	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.  for local currency: <i>[insert account]</i>.</p>
50.1	<p><b>The interest rate is:</b></p> <p><i>For Local Currency: The Central Bank of Kenya Average mean lending plus 1% for administrative costs</i></p> <p><i>For Foreign Currency: Secured Overnight Financing Rate (SOFR) of maturity 3 months +1% for administrative costs</i></p>
53.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the International Chamber of Commerce (ICC) International Court of Arbitration, Paris</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the International Chamber of Commerce (ICC) International Court of Arbitration, Paris</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the</li> </ol> </li> </ol>

	<p>request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>

	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>a country which is neither the Client's country nor the Consultant's country</i></li><li>(b) the <i>English</i> language shall be the official language for all purposes; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>
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## **IV. Appendices**

### **APPENDIX A – TERMS OF REFERENCE**

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

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

.....

### **APPENDIX B - KEY EXPERTS**

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

.....

### **APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

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

.....

**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 49.2.1 and SCC 49.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]***Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

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

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

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

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

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

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

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

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

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*[signature(s)]*

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

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

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**APPENDIX E - CODE OF CONDUCT (ES)**

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

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

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

## **PART III**

### **Section 9. Notification of Intention to Award and Beneficial Ownership Forms (Lump-Sum – Phase 1)**

## Notification of Intention to Award

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

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

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

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

## Notification of Intention to Award

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

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

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

- c) request a debriefing in relation to the evaluation of your Proposal, and/or
- d) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 7. 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]*

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

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

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

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

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**9. 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.]*

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

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

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

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

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

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

**Agency:** [*insert name of Client*]

**Email address:** [*insert email address*]

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

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

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

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

**11. How to make a complaint**

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

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

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

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

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

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

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

Further information:

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

In summary, there are four essential requirements:

5. 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.
6. The complaint can only challenge the decision to award the contract.
7. You must submit the complaint within the deadline stated above.
8. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 12. Standstill Period

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

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

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

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

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

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**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

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

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

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

**Request for Proposal reference No.:** *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

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

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

**Details of beneficial ownership**

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

<i>nationality, country of residence]</i>			
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**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

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

**OR**

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

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

**Name of the Consultant:** \**[insert complete name of the Consultant]*\_\_\_\_\_

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

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

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

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

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.