REPUBLIC OF KENYA

KENYA URBAN ROADS AUTHORITY
Enhancing Urban Mobility

REQUEST FOR PROPOSAL

FOR:

CONSULTANCY SERVICES FOR:
PREPARATION OF NON-MOTORISED TRANSPORT (NMT)
MASTER PLAN, PRELIMINARY AND DETAILED
ENGINEERING DESIGN
FOR

THIKA TOWN

TENDER NO. : KURA/ RMLF/HQ/349/2022-2023349

(CATEGORY: ALL)

NOVEMBER, 2022

DIRECTOR (URBAN ROADS PLANNING & DESIGN) KENYA URBAN ROADS AUTHORITY P.O. Box 41727 - 00100 NAIROBI. *Tel No: 07171105233* *Email: info@kura.go.ke*	DIRECTOR GENERAL KENYA URBAN ROADS AUTHORITY P.O. Box 41727 - 00100 NAIROBI. *Tel No: 07171105233* *Email: dg@kura.go.ke*

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

RFP Reference No.:_KURA/RMLF/HQ/349/2022-2023

Name of Assignment: _CONSULTANCY SERVICES FOR PREPARATION OF NON-MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED ENGINEERING DESIGN FOR THIKA TOWN
TO: .

1. KENYA URBAN ROADS AUTHORITY has set aside funds in its budget or has received financing from. THE GOVERNMENT OF KENYA- ROAD MAINTENANCE LEVY FUND (RMLF) towards the cost of the subject consulting services.

2. The Procuring Entity now invites proposals to provide the following consulting services (hereinafter called "the Services"): _ CONSULTANCY SERVICES FOR PREPARATION OF NON-MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED ENGINEERING DESIGN FOR THIKA TOWN

   More details on the Services are provided in Section 5 Terms of Reference.

3. This Request for Proposals (RFP) is open to all eligible Consulting Firms:

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

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

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

7. The RFP includes the following documents: Section 1: Letter of Request for Proposals
   Section 2: Instructions to Consultants and Data Sheet Section 3: Technical Proposal Standard Forms Section 4: Financial Proposal Standard Forms Section 5: Terms of Reference
   Section 6: Standard Forms of Contract

8. Please inform us by 29th November, 2022 , in writing at the address below or by E-mail ; *supplychain@kura.go.ke:*
   a) that you have received this Request for Proposals; and
   b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

9. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.

   A. Address for obtaining further information and for purchasing tender documents

   KENYA URBAN ROADS AUTHORITY
   BARABARA PLAZA JKIA, OFF AIRPORT SOUTH ROAD,
   ALONG MAZAO ROAD
   GROUND FLOOR EAST WING SUPPLY CHAIN OFFICE

   P.O Box 47727-00100 Nairobi

   DEPUTY DIRECTOR SUPPLY CHAIN, TEL: 0717105233,e-mail: supplychain@kura.go.ke

A. Address for Submission of Tenders.

1) Name of Procuring Entity: Kenya Urban Roads Authority

2) Postal Address P.O. Box 41727 – 00100 Nairobi Attn: Director General

Physical address for hand Courier Delivery to an office Supply Chain Management Office on Ground floor Barabara plaza, Block D, P.O. Box 41727 – 00100 Nairobi.

B. Address for Opening of Tenders.

1) Name of Procuring Entity: Kenya Urban Roads Authority

2) Physical address for the location (Barabara Plaza, Off Mazao Road JKIA Block D, P.O. Box 41727 – 00100 Nairobi.

Name: ENG. SILAS M. KINOTI

Designation: DIRECTOR GENERAL

DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY (KURA)
P. O. Box 41727 - 00100
NAIROBI

Signature________________

Date:

DATE 22/11/2022

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

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

A. GENERAL PROVISIONS

1. Meanings/Definitions

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

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

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

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

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

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section2thatisusedtoreflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Introduction

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

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

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

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

3. Conflict of Interest

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

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

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

i) *Conflicting Activities*

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

ii) *Conflicting Assignments*

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

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

5.2 Collusive practices

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

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

6. Eligibility

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

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

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

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

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

6.6 As an exception to the foregoing ITC6.1and6.2above:

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

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

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

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

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

i) Are legally and financially autonomous,

ii) Operate under commercial law, and

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

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

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

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

10. Documents Comprising the Proposal

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

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

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

11. Only One Proposal

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

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

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

12. Proposal Validity

a. Proposal Validity Period

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

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

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

b. Extension of Validity Period

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

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

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

b. Substitution of Key Experts at Validity Extension

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

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

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

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

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

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

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

14. Preparation of Proposals–Specific Considerations

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

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

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

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

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

15. Technical Proposal Format and Content

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

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

16. Financial Proposal

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

a. Price Adjustment

16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

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

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

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

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

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

18. Sealing and Marking of Proposals

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

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

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

18.3 The inner envelopes or packages or containers shall:

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

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

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

19. Confidentiality/Canvassing

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

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

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

20. Opening of Technical Proposals

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

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

21. Proposals Evaluation

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

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

22. Evaluation of Technical Proposals

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

a) Firm has submitted the required number of copies of the Technical Proposals.
b) Firm has submitted a sealed financial proposal.
c) The Proposal is valid for the required number of days.
d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
g) Key Experts are from eligible countries.
h) Key Experts do not appear in more than one proposal, if so required.
i) A short-listed firm has not participated in more than one proposal, if so required.
j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.

l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.

m) The firm has not proposed employing public officials, civil servants and employees of public institutions.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

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

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

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

23.2 Financial Proposals for QBS, CQS and SSS

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

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

23.3 Financial Proposals for QCBS, FBS, LCS

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

23.4 Opening of Financial Proposals

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

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

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

24. Correction of Errors

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

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

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

25. Taxes

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

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

26. Conversion to Single Currency

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

27. Abnormally Low Prices

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

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

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

28. Abnormally High Prices

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

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

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

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

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

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

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

b. Fixed Budget Selection (FBS) Method

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

c. Least Cost Selection (LCS) Method

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

d. Combined Technical and Evaluation Report

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

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

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

i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;

ii) the contract price of the successful Proposal;

iii) a statement of the reasons why the recipient's Proposal was unsuccessful

iv) the expiry date of the Standstill Period, and

v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

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

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

32.3 Availability of Key Experts

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

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

32.5 Technical negotiations

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

32.6 Financial negotiations

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

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

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

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

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

33. Conclusion of Negotiations

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

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

34. Letter of Award

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

35. Signing of Contract

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

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

36. Publication of Procurement Contract

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

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

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

37. Procurement Related Complaint and Administrative Review

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

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

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General Provisions
1(k)	Electronic procurement system shall be used: (a) Yes ____ (b) No_√____ If Yes; Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: [*insert name of the e-system and url address or link*] NOT APPLICABLE The electronic-procurement system shall be used to manage the following part of the RFP process: *[list the parts of process e.g. issuing RFP, submissions of technical and financial Proposals, opening of Proposals etc. and insert such additional information in this Data Sheet as is required to describe these processes]* NOT APPLICABLE
2.1	Name of the Procuring Entity: __KENYA URBAN ROADS AUTHORITY___ The consultant selection method is: *[Procuring Entity to choose ONE of the selection methods by placing an X]* Quality and Cost Based Selection Method (QCBS) [X] Quality Based Selection Method (QBS) [ ] Least Cost Selection Method (LCS) [ ] Consultant Qualification Selection Method (CQS) [ ] Fixed Budget Selection Method (FBS) [ ] Single Source Selection Method (SSS) [ ]
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes __√__ No ____ The name of the assignment is: CONSULTANCY SERVICES FOR PREPARATION OF NON-MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED ENGINEERING DESIGN FOR THIKA TOWN. . ______________________
2.3	A pre-proposal conference will be held : Yes __or No _None _ *[If "Yes", fill in the following:]* Date of pre-proposal conference: N/A Time: ___ N/A Address: P.O. BOX 41727- 00100 BARABARA PLAZA, BLOCK D, GROUND FLOOR, SUPPLY CHAIN MANAGEMENT OFFICE, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA. NAIOBI, KENYA, Telephone: ____0717105233 E-mail: _______supplychain@kura.go.ke Title of contact person: __DEPUTY DIRECTOR (SCM)
2.4	The Procuring Entity WILL provide relevant data, information and give such assistance as shall reasonably be required by the Consultant to perform his duties under this contract
3.3 (iv)	*[Insert any other conflicting relationships]* _____NONE__________________

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
4.1	*[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] NONE*
6.2	Maximum number of members in the Joint Venture (JV) shall be: *[2].*
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence Any other requested document. AND 2nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses And any other requested document
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: *[select one option]* Yes _ or No___√_
12.1	Proposals must remain valid for [210] days after the proposal submission deadline.
13.1	Clarifications may be requested no later than [7] days prior to the submission deadline. The contact information for requesting clarifications is: E-mail: supplychain@kura.go.ke
	(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget. (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.
14 (b) (do not use for Fixed Budget method)	*[If not used, state "Not applicable". If used, insert the following:* Estimated input of Key Experts' time-input: _ NOT APPLICABLE __________person-months. *[OR]* Estimated total cost of the assignment: NOT APPLICABLE.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
14 (c) and 26.2 [use for Fixed Budget method]	NOT APPLICABLE The total available budget for this Fixed-Budget assignment is: ___________ *[insert currency]* (*choose one*: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. *[If inclusive, indicate tax estimates separately]*
14 (d)	Key Experts shall not appear in more than one proposal: YES……√……… /NO…………….
16.1(b)	The Financial Proposal will include (but not limited to) the following reimbursable expenses: (1) *a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment or software required to be provided by the Consultants;* *(6) cost of reports production (including printing) and delivering to the Procuring Entity;* *(7) other allowances where applicable and provisional or fixed sums (if any)]* *(8) Training of client's personnel*
16.2	A price adjustment provision applies to remuneration rates: Yes ____√____ or No ___________ *[The price adjustment applies to Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, price adjustment can also apply to Lump-Sum contracts assignments longer than 18 months in duration with prior agreement with the Procuring Entity]* *[If "Yes", specify whether it applies to foreign and/or local inflation]*
16.3	NOT APPLICABLE [If the Procuring Entity has obtained a tax exemption applicable to the Contract, insert: "The Procuring Entity has obtained an exemption for the Consultant from payment of __ _________ [*insert the tax description such as VAT, withholding tax, duties, etc.*] in Kenya as per *[insert reference to the applicable official source that issued an exemption].* *[If there is no tax exemption in Kenya, insert the following:* "Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal should state local costs in Kenya Shillings: Yes__√___ or. No_________.
C. Submission, Opening and Evaluation	
17.1	The Consultants SHALL NOT have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original and (1) copy (b) Financial Proposal: one (1) original and (1) copy
18.5	The Proposals must be submitted no later than:

<table>
<tr><th>Reference to ITC Clause</th><th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th></tr>
<tr><td></td><td>Date:__8th December, 2022
Time:__ 1000HRS
The Proposal submission address is: _
DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY
P O BOX 41727-00100 NAIROBI.
BARABARA PLAZA, BLOCK D, GROUND FLOOR,
SUPPLY CHAIN MANAGEMENT OFFICE, MAZAO ROAD, OFF SOUTH AIRPORT RD, JKIA, NAIROBI, KENYA.</td></tr>
<tr><td>20.1</td><td>An online option of the opening of the Technical Proposals is offered: Yes
or No ✓
[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.}
The opening shall take place at:
BARABARA PLAZA, BLOCK D, GROUND FLOOR MEETING ROOM NO. 6,
MAZAO ROAD, OFF SOUTH
AIRPORT RD, JKIA. NAIROBI,
KENYA.
__
Date 8th December, 2022
Time: 1000 Hrs.</td></tr>
<tr><td>20.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals ________
1. Tender Name, Number, category e.g. (All, women…)
2. Name of the Bidder
3. Serialization and last page number.
4. Bid Bond, amount and Bank (Where applicable)</td></tr>
<tr><td>22.1</td><td>Other eligibility and mandatory criteria shall be:
<table>
<tr><th>Mandatory / Other eligibility criteria</th><th>Reference</th><th>Requirement</th></tr>
<tr><td>Certified copy of Certificate of Incorporation</td><td>Section 3. Form Tech:7</td><td>A copy should be attached.</td></tr>
<tr><td>Tax Compliance Certificate</td><td>Section 3 Form Tech:7</td><td>Valid Tax compliance certificate.</td></tr>
<tr><td>Submission of Technical Proposal.</td><td>ITC: 22.1(a)</td><td>Firm has submitted the original and copy of the Technical Proposal.</td></tr>
<tr><td>Submission of financial proposal</td><td>ITC: 22.1(a)</td><td>Firm has submitted a sealed financial proposal</td></tr>
<tr><td>Curriculum Vitae (CV) of the proposed key staff</td><td>Section 3, Form Tech:6</td><td>Fully filled and signed by the key expert and the authorized firm representative.</td></tr>
<tr><td>Certified copies of academic certificates and testimonials of the proposed key staff</td><td>Section 3, Form Tech:7</td><td>Certified copies by commissioner of Oaths.</td></tr>
</table></td></tr>
</table>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	Similar consulting assignments experience	Section 3, Form Tech:2, b and Form Tech: 7, d	Fully filled, signed and stamped. Attach copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm.
	Current work load	Section 3, Form Tech:2, b and Form Tech: 7, e	Fully filled, signed and stamped. Attach copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm.
	Certificate of independent proposal determination	Section 3 Form Tech-1	Fully filled, signed, dated and stamped.
	Litigation history	Section 3, Form Tech: 7,	Attach a sworn affidavit.
	Serialization	Tender notice	All pages should be chronologically and sequentially serialized including cover page, all other pages and attachments.
	Mutilation of Bid document	Tender notice	Technical proposal document should be properly bound and not mutilated.
	Valid Bid Bond	Section 2-B; 12.1	Original and specific to the tender. The Proposal is valid for the required number of days
	CR12 (for Limited companies) and IDs of the Directors	Section 3. Form Tech; 7 Tender notice	CR12 to be system generated and valid. 6 MONTHS. Copies of IDs of all directors certified by the commissioner of Oaths.
	Evidence of pre-proposal conference attendance	Section 3. Form Tech; 7 (Mandatory support documents)	Procurement entity to confirm from the attendance register.
	Written Power of Attorney	ITC 22.1 (d)	The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
	Page initialization	ITC 17.2	Initial all pages of both technical and financial proposals by the person with power of Attorney.
	Dully filled forms	ITC: 22.1(e)	The Technical Proposal is complete with all the forms and required documentary evidence submitted.
	Eligible countries	ITC: 22.1(g)	Key Experts are from eligible countries
	Participation of key experts	ITC: 22.1(h)	Key experts do not appear in more than one proposal, if so required
	Participation in other proposals by bidder	ITC: 22.1(i)	A short-listed firm has not participated in more than one proposal
	Evidence that the consultant is not insolvent.	ITC: 22.1(j)	The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up. Attach bank statements.
	Declaration form that the firm has or will not engage in any corruption or fraudulent practice.	ITC: 22.1(k) Form	Form fully filled, signed and stamped as required.
	Declaration for debarment	ITC: 22.1(l)	Form fully filled and signed as required. The Consultant is neither precluded from entering into a Contract nor debarred by PPRA

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The firm has not proposed employing public officials, civil servants and employees of public institutions | | Declare in writing with the consultant's letter head that no engagement of public officers in the assignment. Conflict of interest | ITC: 22.1(m) | The consultant to declare in writing that The Consultant, and key experts have no conflicts of interest. ALL CERTIFICATION SHALL BE BY A COMMISSIONER OF OATHS.
22.2	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: *[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]* Points (I) Specific experience of the Consultant, as a firm, relevant to the Assignment: [0-10] (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): (a) Methodology, Activity Schedule and Work plan [0-25] (b) Comments on Terms of Reference [0-10] Total points for criterion (ii): [35] *[Notes to Consultant: The Procuring Entity 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 skill mix; and the work plan has right input of Experts]* (iii) Key Experts' qualifications and competence for the Assignment: *{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*

A	Project Director / Team Leader	Master In Planning/ Urban Design/ Architecture	15 Years of experience in Field of Urban Design/ Planning	8	50
B.	Highway Engineer.	Graduate in Civil Engineering	8 Years of experience in Relevant Field	7	
C.	Electrical Engineer.	Graduate in Electrical Engineering	8 Years of experience in Relevant Field	6	
D.	Architect/ Urban Designer	Graduate Civil Engineer/Architect. In addition, shall possess Master's degree in Urban	8 years in consultancy and advisory assignments in	5	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

		Planning/Designing.	urban transport planning / NMT planning/Public transport planning		
E.	Urban Highway Design Engineer	Graduate in Civil Engineering	8 Years of experience in designing urban roads.	4	
F.	Transport Planner / Engineer	M.Plan in Transport Planning/M. E in Traffic and Transport Eng or equivalent	8 Years of experience in Relevant Field.	4	
G.	Landscape Specialist	Graduate in Landscape Architecture	8 Years of experience in designing public spaces.	4	
H	Land Surveyor	Graduate in Engineering Surveying or equivalent	5Years of experience in relevant field	4	
I	Social and Environmental Expert	Graduate In Social Work/Sociology/Environmental Studies	8 Years of experience in relevant field	4	
J	Structural / Drainage Engineer	Graduate in Civil /Structural Engineering	5 Years of experience in design of pedestrian bridges	4	

The weightings for scoring the Key Personnel shall be based on Qualification and Skills (25%), General professional experience (25%) and Specific professional experience (50%)

'A','B' are mandatory personnel to be part of firm of the single bidder or the lead member in case of JV/consortium. 'C', 'D', 'E' can be part of other member firms in case of JV/consortium or sub-consulted.

(v) Participation by Kenya citizens among proposed Key Experts: [5]

[not to exceed 5 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]

Total points for the five criteria: 100

The minimum technical score (St) required to pass is: 80

23.4	An online option of the opening of the Financial Proposals is offered: Yes ____or No___√_____.
25.2	For the evaluation, the Procuring Entity will include separate items of: (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 experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in 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 Procuring Entity on behalf of the Consultant.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is:_KENYA SHILLINGS The official source of the selling exchange rate is: NOT APPLICABLE The date of the exchange rate is: ______NOT APPLICABLE
29.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.8 and P = 0.2 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
31	The Standstill Period shall be: 14 days after award. The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
	D. Negotiations and Award
32.1	Expected date and address for contract negotiations: N/A Address: __ Barabara Plaza, Block D, Ground Floor Board Room, West wing, Mazao Road, Off South Airport Rd, JKIA, opposite Aviation House, Nairobi, Kenya
35.2	Expected date for the commencement of the Services: Date: Fourteen (14) days after order to commence
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 30 days after the contract signing.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

1. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_______ ____*[Name of Procuring Entity]*

for:____*[Name and number of tender]* in response to the request for tenders made by:_____________________________________*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

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

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

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

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

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

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

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

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

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

Name____

Title____ Date

____

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

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

(Appendix shall not be modified)

Purpose

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

Requirements

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

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

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

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

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

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

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

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

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

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
   a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
      i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
      ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or

recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

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

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

v) "obstructive practice" is:

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

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

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

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

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

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

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

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

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [..........5........................] years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).

3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence.*

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

4. FORM TECH-3: COMMENTS AND SUGGESTIONS

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

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

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

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

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

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

5. FORM TECH-6B: CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

phone………..……) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of
Expert____Signature____________________Date

{day / month/year}

Name of authorized __________________________________

Signature.______________________________________Date______________________

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

6. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

d) Current work load.

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of current work load carried out by the firm.}

e) CVs of the key experts as per the provided FORM TECH-6B

f) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

g) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

h) Professional Membership of Key Experts

{Consultant to insert copies of professional membership certificate for its key experts}

i) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

j) Valid Bid Bond where necessary
(Consultant to insert the original)

k) Litigation History (attached a sworn affidavit)

l) Evidence of pre-proposal conference attendance.
(To refer to KURA meeting attendance Register)

7. FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

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

I, ……………………………………., of Post Office Box …….………………………. being a resident of ………………………………….. in the Republic of ……………………………. do hereby make a statement as follows: -

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

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

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

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

Bidder Official Stamp

FORM SD2

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

I,…………………………………………………… of P. O. Box……………………………………………being a resident of ………………………………….. in the Republic of ………………. do hereby make a statement as follows: -

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

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

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

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

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

…………………………………. ……………………………….

……………………… (Title) (Signature)

(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory...

Sign……………..

Position……………..

Office address……………………………………………….

Telephone…………………....……………. E-mail……………………………………………...

Name of the Firm/Company…………………………...

Date………………………………………………………..

(Company Seal/ Rubber Stamp where applicable)

Witness

Name ……………………………………………………..

Sign……………………………………………………...

Date…………………………………………………

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

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

Date:.. *[insert date (as day, month and year)* of Tender Submission]
Tender No.:..*[insert number of tendering process]*
To:...[insert complete name of Purchaser]

I/We, the undersigned, declare that:

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

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

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

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

Signed: ………………………………………………………………….……….

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

……….……………….. Name:

………………………………………………………………………………….

Duly authorized to sign the bid for and on behalf of: ....*[insert complete*

name of Tenderer] Dated on …………………………… day of ……………….…. *[Insert date of signing]*

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {………..} they should not appear on the Financial Proposals to be submitted.}

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

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of

Remuneration FIN-4

Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

.... { Name and address of Procuring Entity, Location & Date}

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

Dear Sirs:

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

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

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

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

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

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

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

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

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

FORM FIN-2: SUMMARY OF COSTS

	ITEM	COST
	Cost of the Financial Proposal	*Amount in Kenya Shillings (KES)*
	(1) Remuneration	
	(2) Reimbursable	
	(3) Miscellaneous	
A	Subtotal 1. [Remuneration + Reimbursable+ Miscellaneous]	
B	10% Contingencies	
C	Sub Total 2.	
D	Add 16% VAT to Subtotal 2.	
	Total Cost of the Financial Proposal: =C+D {Should match the amount in Form FIN-1}	

BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No------------------------------ Activity Name--------------------------			
	Names	Input (Staff Months, days, remuneration or hours rate as appropriate)	Amount
Key Staff (Insert proposed position) 1. 2. 3. 4. Grand Total			________

REIMBURSABLES PER ACTIVITY

Activity No: ____________________________ Activity Name: _______________________

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
5.	Training				
	Grand Total				___________

MISCELLANEOUS EXPENSES

Activity No. ______________________________ Activity Name: _______________________

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (Telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3	Equipment etc.				
4.	Miscellaneous				
5	Grand Total				______________

SECTION 5. TERMS OF REFERENCE

CONSULTANCY SERVICES FOR PREPARATION OF NON-MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED ENGINEERING DESIGN FOR THIKA TOWN.

1. Background Information

General

The Government of the Republic of Kenya has earmarked funds under the RMLF Vote towards the cost of development of various roads across the Country. It is intended that part of the proceeds of the operations and administration budget be applied for payment of consultancy services for development of KURA Strategic Plan for financial years 2023/24 to 2027/28 and end term review report for KURA Strategic Plan of 2018 – 2022.

The Government of Kenya, through its implementing agency, the Kenya Urban Roads Authority shall require the Consultant to render all services which may be deemed relevant to the above work. The detailed description of the consulting services to be performed are as described in these Terms of Reference (TOR).

Mandate of KURA

Kenya Urban Roads Authority (KURA) is a State Corporation, established under the Kenya Roads Act, 2007 with the responsibility for the Management, Development, Rehabilitation and Maintenance of all national urban roads.

The functions and duties of KURA are:

1. Constructing, upgrading, rehabilitating and maintaining roads under its jurisdiction;
2. Controlling urban road reserves and access to roadside developments;
3. Implementing road policies in relation to urban roads;
4. Ensuring adherence by motorists to the rules and guidelines on axle load control prescribed under the Traffic Act and under any regulations under the Kenya Roads Act, 2007;
5. Ensuring that the quality of road works is in accordance with such standards as may be defined by the Minister in collaboration with the Ministry responsible for transport and the Police Department overseeing the management of traffic and road safety on urban roads;
6. Monitoring and evaluating the use of urban roads; planning the development and maintenance of urban roads;
7. Collecting and collating all such data related to the use of urban roads as may be necessary for efficient forward planning under the Kenya Roads Act, 2007;
8. Preparing the road works programmes for all urban roads; and
9. Liaising and coordinating with other road authorities in planning and on operations in respect of roads and advising the Minister on all issues relating to urban roads and performing such other functions related to the implementation of the Roads Act, 2007 as may be directed by the Minister.

1.1. NMT Plan for Thika Town

Thika Town is a town in Kiambu County, Kenya, which is a distance of approximately 38Km from the Kenya's Capital, Nairobi connected through the Thika Superhighway Road.

Besides motorized modes such as buses, keeping with the MoUD guidelines, Thika town through the county government is also keen to plan for an organized and streamlined system of non-motorized transport modes including cycling and walking. Being affordable and healthy modes of movement of people, walking and bicycling also provide for first and last mile connectivity of the passenger keen to board a metro system. For public transport trips, this is often the access and egress trip. Good access and egress facilities can increase the catchment area for public transport and hence improve on the competition with other modes such as the motor cycle and car and facilitate increase in ridership of the Public Transport System.

1.2. Study Area

KURA intends to develop the NMT Plan for the town and its environs to integrate the motorized public transport-based feeder services and NMT infrastructure, up to 2 km from the first feeder service stop.

2. Objectives of the Consultancy

General objective

- To create a walking and cycling Master Plan for the town, which will include all potential networks of streets and public spaces to be redesigned and integrated even in the future
- To propose a phasing plan, which specifies the order in which streets will be taken up from the masterplan for redesign in the future
- To provide detailed designs for the street networks within the study area, employing a holistic approach, incorporating mobility and livability elements.
- To ensure that the master plan and street design are based on scientific assessment of needs and behavior of street users, as observed in the surveys as part of this study.

2.1 Selection Criteria

The Consultant selected to undertake the Services shall have had extensive experience in the Urban Designs.

This is a Lumpsum Contract.

3. Scope of Work

3.1 General

The Consultant shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations and related services. In carrying out their work, the Consultant shall cooperate fully with the concerned agencies of the Government of Kenya, in particular the Project Technical Team of the Kenya Urban Roads Authority, Ministry of Lands, County Government amongst others. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.

Preliminary designs and economic analyses shall be prepared separately for each phase.

3.2 Detailed Scope

The Scope of work broadly incudes:

A) Creation of a Walking and Cycling Masterplan for the town.
   a) Study and map existing and proposed transport and urban infrastructure plans for the town including transit corridors, existing NMT infrastructure, etc. along with Road reserve mapping, street hierarchy and accident hotspots, to identify the primary network of streets
   b) Map key landmarks like schools, markets, parks, religious institutions, etc to identify the secondary network of streets
   c) Map land use and activities to identify streets with unique characteristics as special projects
   d) On-site verification, cyclist surveys and focus group discussions to understand on-ground reality, and issues and concerns from different stakeholders involved
   e) Develop a town-wide master plan for walking and cycling based on the study findings
   f) Create a phasing plan and estimates for each phase; including identifying quick wins to be designed first

B) Detailed design for streets within the identified study area
   g) Study and survey including topography survey, land use, pedestrian and cyclist facilities and movements, parking study, vending and landscape study
   h) Public / Stakeholder Consultation
   i) Detailed designs and drawings
   j) Finalise Schedule of Rates
   k) Bill of quantities
   l) Preparation of Tender Documents for contractors for construction

3.2.1 Details

A) Creation of Non-Motorized Transport Masterplan for given area

a) Study and map existing and proposed transport and urban infrastructure plans to identify primary network of streets

At the commencement of the project the Consultants are recommended to collect and study all relevant reports on transport and urban development projects; and compile spatial information on existing NMT infrastructure, pedestrian networks, mass transit corridors, public transport routes, bus stops, street hierarchy and accident hotspots presented in the reports given by relevant authorities. Particular attention must be given to the Comprehensive Traffic and Transportation Study, Comprehensive Mobility Plan, Multi- modal Integration plans, Comprehensive Development Plan, Parking study, Detailed Development Plan, policy initiatives and guidance, as well as any other transport plans related to the study area provided by National and County Governments. All streets in the Study Area, along with their legal ROWs, should be mapped using GIS or AutoCAD. The consultant should also study other relevant reports which could inform the primary network such as disaster assessment maps, ongoing water bodies projects, solid waste management plans, etc. These engineering parameters should be mapped using the GIS platform or other illustration software. The Consultant should also identify transport system goals that are stated in these reports.

b) Map key landmarks to identify secondary network of streets

The consultant should map landmarks such as schools, colleges, markets, parks, hospitals, religious places, industries, museums, etc. This data will inform the selection of secondary networks which connects the primary network in the master plan.

c) Map land uses and activities to identify special characteristic projects

The consultant should identify and map key land uses and activities such as commercial streets, business districts, shopping stretches, temple streets, etc. which have the potential to become special projects with unique characteristics

All the study compiled thus far in the Inception Report should be approved by KURA

d) On-site verification, cyclist surveys and focus group discussions

Once the maps are prepared, the consultant should verify on ground and cross-check the identified networks to understand how they are used. The consultant should also conduct interviews with cyclists to understand their place of origin and destination along with the preferred route, preferred time of travel, travel distance and purpose. The sample space of interviews should be large enough to be meaningful. The consultant shall conduct at least 3 focus group discussions with women, girls, schools to understand which public spaces they visit frequently or avoid and why, role of design and other measures to improve their experience. The discussions shall be organized to cover the following groups: college/university female students, women in informal settlements or informal women workers, professionals and homemakers and boda boda bike riders.

e) Developing a town-wide master plan for walking and cycling

The consultant shall prepare a plan identifying street network for redesign that is implemented over the years. The output created through this process includes a long- term masterplan for Thika Town for walking and cycling, including estimated budget and phasing for implementation. The plan includes identifying primary and secondary networks of streets irrespective of RoW, to provide continuous footpaths, segregated cycle tracks (where possible), safe intersections, proportionately-scaled carriageways, parking bays, safe crossings, etc. The plan will also include certain special projects as an added layer such as greenways, pedestrian-only streets, non-motorised and public transport-priority streets, shared-streets etc. The streets in the master plan can be identified based on following parameters:

Primary network:

Streets along existing/proposed transport corridors and with related hubs such as railway stations, MRT station, bus terminal/stand, etc. to enhance last-mile connectivity and multi-modal integration.

Secondary network:

- Streets with high visitor intensity for work, education or recreation trips. For instance zones around markets, institution, public spaces, schools, central business district, etc can be considered.

- Streets that connect to institutions like schools, religious places, etc. can also be identified
- Streets surrounded by prominent town landmarks, connecting important landmarks or important heritage zones or a tourist destination.

Special projects:

- Streets that have the potential to transform the image of the town at a national/international level because of its character, location, and association with citizens. This will also attract a large number of tourists.
- Greenways network around water bodies and other ecological hotspots.
- Special projects such as spaces under flyovers and above subways, streets integrated with parks and reclaimed lands, etc.
- Streets with existing NMT infrastructure should be assessed for liveability and recommendations of components like street furniture, shade, lighting, etc. to improve liveability wherever needed should be made.

Similarly, origin-destination locations and other information identified from cyclist surveys will help create cycle networks. The walking and cycling networks should include intersection redevelopment to ensure integrated street design.

The consultant should provide design concepts for different neighbourhoods which will later inform the detailed street design.

f) Create a phasing plan and estimates for each phase; including identifying quick wins

After the creation of the NMT Master Plan, the consultant should develop a phasing plan indicating the street networks which will be redesigned in different phases. The phasing should be done in discussion with KURA, with high-priority networks redesigned first - such as accident-prone streets, streets with high mode share of walking and cycling, streets within a neighborhood, etc. The phases of streets to be redesigned can also be decided based on estimates and available funds. The consultant should also identify streets and projects to be redesigned immediately as quick wins for the KURA. The identified streets should at least be a total of 20km.

B) Detailed design for streets within the identified study area (Quick Wins)

a) Study and survey

The consultant should conduct the following surveys for the streets from the study area. Wherever possible, the data should be recorded using GIS or AutoCAD.

i. Topography Survey

The Consultant shall conduct total-station or equivalent survey to prepare base plans for the streets to be improved. The survey must cover all streets in the package. In the topography survey, all the above ground utilities including electricity overhead lines, utility and feeder boxes, and all other utilities should also be recorded. The coordinates of all points shall be tied to the National Survey Grid, Universal Transverse Mercator (UTM), and Arc 1960 datum. Bench marks and levels must also be tied to the National grid.

The alignment shall be connected to the National Grid System (U.T.M) by establishing a traverse network along the proposed road. This network shall be connected to the Survey of Kenya network, preferably data of the first order trigonometric stations. To this end a secondary network of Traverse Points (T.P) shall be established with side lengths of approximately 150 metres to the primary network

ii. Study of land use and activity

The Consultant will compile land use information to help inform street design decisions. Important activity generators adjacent to all Study Area streets, such as shopping areas, theatres, and housing developments, should be identified.

iii. Survey of pedestrian and cyclist facilities

The Consultant will document the quality of existing pedestrian facilities on all streets in the Study Area, noting properties such as the clear width of the footpath, the number of obstructions and the presence of shade at 2 p.m. (from buildings or trees). If cycle tracks are present in the Study Area, a similar survey should be carried out wherever they are present.

iv. Survey of pedestrian and cyclist movement

Surveys shall be carried out to assess non-motorized transport (NMT) user flows at important locations in the study area. The survey shall be from 06:00 to 22:00 on a normal working day. The Consultant will record the number of pedestrians and cyclists moving along the road on important corridors. The actual pedestrian movement lines should be mapped with varying thicknesses indicating various movement volumes.

v. Parking study

A parking study must be carried out to identify parking patterns, demand and occupancy rates, both on street and off-street in public spaces. The parking demand survey shall be conducted for one hour during morning peak and one hour in the evening peak period in such areas. If the street falls under the town's parking management system, the consultant is required to consult the County Government to coordinate the design of parking slots with the Parking Management Plan.

vi. Study of street vending and related activities

The consultant should study vending activities in the identified streets to generate an inclusive design. Information about vending should be collected from the County Revenue Department and all zones within the study area. The survey also should capture social gathering spaces and other activities found in the streets. This information will inform the placement of street furniture and other elements in the final design.

vii. Landscape study

The consultant must make note of all the trees and shrubs in the Study Area. The survey should note the type of trees and their current state. The consultant will coordinate with the Forestry Department in to collect this information. This will inform the placement of additional trees of native species in such a way that the final design results in a well-shaded street.

b) Detailed designs and drawings

i. Line drawings

The Consultant shall prepare line drawings for all streets in the Study Area. Line drawings must clearly show the new kerb line in reference to the road median. The drawing must be complete with dimensions at 20m intervals. Line drawings shall be tested and should be marked on the road with chalk to ensure the survey drawing resembles on site conditions. The Consultant shall monitor the on-site markings and review the design as per site conditions.

ii. Conceptual designs

The Consultant shall prepare detailed street designs for all streets in the Study Area. The design must be consistent with relevant plans, including plans for mass transit networks, multi-modal integration, cycling networks, pedestrian networks, and pedestrian zones. The designs shall be prepared following relevant Street Design Manual for Urban Areas in Kenya, April 2019 guidelines for Pedestrian Facilities.

iii. Street Design

Street designs should include but are not limited to the following elements:

Dedicated pedestrian footpaths.

- Dedicated cycle tracks (if the corridor falls on the cycle priority network).
- Pedestrian crossings, including formal speed table crossings as well as median breaks that serve as informal crossing locations.
- Trees of native species to provide shade for pedestrians and cyclists as well as decorative landscaping, including compensatory afforestation for the trees removed as part of the project.
- Bus stops and transit stops.
- Spaces for street vending.
- Medians.
- Traffic calming elements, where needed to reduce vehicle speeds.
- Physically demarcated on-street parking areas.
- Street furniture, including benches, stools, tables, and other seating arrangements.

- Signage locations.
- Pedestrian refuge islands.
- Carriageways, ensuring that the width remains uniform between intersections.
- Street lighting.
- Storm water drains
- Utility access points.
- The consultant is encouraged to come up with interesting concepts and themes for the streets that correspond to the character identified for that neighbourhood.

iv. Intersection design

Intersection designs should promote pedestrian safety through elements such as pedestrian refuge islands, reduced angles of approach, reduced turning radii, and traffic calming. The design of pedestrian crossings at intersections and in mid-block locations should ensure that pedestrians do not need to cross more than 2 lanes at a time. Where extra ROW is available, the Consultant should identify opportunities to improve and/or create plazas, markets, and other public spaces. With support from KURA, the Consultant is expected to discuss on existing and proposed arrangements/ shifting of the utilities above and underground with concerned departments during the preparation of conceptual drawings. The Consultant will submit a plan drawing as well as cross-sections at every 50m. The plans will be submitted in hard copy and electronic format. It must include at least two 3D renderings and photomontages of the design proposal.

v. Draft Conceptual Designs

The draft conceptual designs will be evaluated through presentations to KURA and public stakeholders.

vi. Final Conceptual Designs

The Consultant will prepare Revised Conceptual Designs based on the feedback received from the KURA and stakeholders. The Revised Conceptual Design must be submitted to KURA for approval.

vii. Draft working drawings

Following approval by KURA of the conceptual designs, the Consultant will prepare detailed construction drawings for the Study Area. The designs should include geometric and vertical profiles and should incorporate drainage designs (see below). The designs should include the following components:

- Typical sections at every 50m.
- Street plan.
- List of existing street elements to be demolished.
- Proposed, retained and relocated underground and over ground utility location plans.
- Utility relocation plans (wherever necessary).
- Materials as per Clients specifications.

- Construction details for each element.
- The Draft Working Drawings must be submitted to the Client for approval.

viii. Final Working Drawings

The Consultant will prepare Final Working Drawings based on the feedback received from the Client. The Final Working Drawings must be submitted to KURA for approval. The Consultant will submit all conceptual designs and final working drawings to KURA in hard copy and electronic format (DWG format).

C) Bill of quantities

The Consultant is expected to prepare specifications, bills of quantities, cost estimates, and bid documents for the implementation of the proposed street improvements, including pavements, furniture, street lighting, landscaping and other components. Bid documents shall be given item-wise (i.e. streets, lighting, landscaping, road markings, etc.). The Consultant will work with KURA to include appropriate mechanisms in the bid documents to facilitate long-term maintenance, such as Performance -based contracting of contractors.

D) Preparation of Tender documents for Construction and Maintenance

The Consultants will be required to prepare documentation for the construction of the identified network.

E) Public / Stakeholder Consultation

The consultant shall conduct regular and continuous public / stakeholder consultation to get inputs from them and shall make all necessary efforts to include their feedback in the design. The key stakeholders are including but not limited to County Government, KeNHA, KeRRA, Transport Department, Traffic Police, Resident Welfare Associations, Vendors Association, any Civic Associations, Educational Institutions etc.

F) Socio-economic and Environmental Study

The Consultant shall conduct analyses, which shall detail the positive and negative effects of the development of the project on the environment, and recommend appropriate solutions to minimize any undesirable effects resulting from improvements of the road. The study shall be conducted in accordance with Client guidelines and the Environmental Management and Coordination Act of 1999 schedule II including the EIA and Audit Regulations of 2003

The analyses shall include, but not limited to the following factors:

a) The role of the project in the development plans at national and regional level;

b) Preservation of areas and land use of particular value including agricultural and natural conservation areas, forests and other important natural resources, cultural and historic sites, etc;

c) Assessment of direct impact on agriculture and forestry, particularly the utilization of the fuel wood and water;

d) Disturbance of vegetation plans for re-vegetation and conservation of biodiversity.

e) The prevention of soil erosion and sedimentation;

f) The prevention of health hazards arising from ponding water and pollution of water courses and/or sources;

g) Measures for the rehabilitation of sources of construction materials, borrow pits and quarries;

h) Health and sanitation for the road construction labour units;

i) The avoidance of and reduction of visual intrusion; and

j) Assessment of the impact on demographic factors including the prevention of undesirable roadside developments, and recommended regulations and measures to limit negative impact on adjacent communities and areas.

4. Deliverables and Duration of the Consultancy

4.1 Deliverables

The Consultant shall prepare and submit deliverables to the Director (Urban Road Planning & Design) reports. All reports shall be in English and prepared on A4 metric size paper and be submitted together with soft copies on e-mail and flash disk. The format and content of each report should be agreed and/or cleared by the Client. For each report submitted, an electronic copy will be provided. Electronic copies will be in the format used in their preparation with all links, formulas and fields active. For all reports an Executive Summary will be included. The deliverables shall conform and adhere to strategic management best practices.

The Consultant shall be required to deliver the following listed reports.

a) Project Kick-Off Presentation with the KURA Technical Team.(1 week)

The Consultant will introduce his team and brief the Technical team on his plans.

b) <u>Inception Report (3 Weeks)</u>

This shall summarize initial findings covering the mapping of existing and proposed transport and urban development plans , landmarks and land uses and detailed work plan for the conduct of the study.– 10 hard copies and three softcopies for the client.

Needs Assessment Report.
NMT Masterplan Report
Preliminary Engineering Design Report
Draft Detailed Engineering Report
Final Detailed Engineering Report
Progress Reports.

c) Submission of Needs Assessment Report (10 Weeks):

The report will highlight findings on the following

i. Establishing a baseline for current cycling and pedestrian movement and infrastructure in the Thika Town.
ii. Evaluation of current plans and policies for NMT and identification of potential constraints and opportunities.
iii. Evaluation of bike support infrastructure in order to encourage people to take up bicycling as an alternate mode.
iv. Identification and finalizing the types of surveys and locations. 3 days Condition surveys and preliminary traffic surveys should be undertaken

d) NMT Masterplan Report (20 Weeks)

Based on the Needs Assessment for NMT infrastructure (output from Stage I), the NMT Masterplan Report shall be prepared.

i. To include Phasing Plan (Long term, medium term and Quick Wins projects) and the necessary Environmental Management Framework.

e) Preliminary Engineering Design Report (30 Weeks)

Based on the identified quick wins projects (output from Stage II), the Preliminary Engineering Design Report shall be prepared.

i. On finalisation of the NMT network for the study area and approval of the same by the Client, the consultant shall carry out detailed Topographic Survey of the identified network for the purpose of designing and detailing.
ii. 7 days traffic surveys be done in this phase.
iii. NMT Plan: Planning and designing of the cycle tracks and pedestrian walkways as per global standards including allied infrastructure such as segregated/common cycle tracks and walkways, bicycle parking etc. depending on the land use pattern of the surrounding area and expected traffic on the facilities. The design shall emphasise on
    a) Design Principles
    b) Network (users) requirements
    c) Design specifications
    d) Street Infrastructure Plan for NMT

The above components shall nonetheless include

- Reduction in number of conflicts faced by a NMT user
- Minimising overall distance (or time) over which the pedestrian/cyclist must deal with potential conflicts
- Accessibility to bus stops and metro stations through easy and direct connections
- Personal comfort and security while waiting for public transport
- Based on land use and employment and work centres, direct, safe and well-connected routes for pedestrians and bicyclists
- Visibility of bicyclists such as designated bicycle lanes, road markings, street lighting, signalisation at intersections, segregation from motorised traffic

iv. Development of specifications for NMT components to be designed for NMT users as well as differently abled for safe and comfortable mobility on walkways by means of specific tiles, widths, obstruction free paths etc.

v. Recommendations on street and intersection alignment and design changes to better accommodate NMT and disabled users.

vi. Detailed proposal for junctions with cross roads (including link roads) to avoid direct access to traffic to NMT facilities.

vii. Development of traffic calming methods and measures in order to segregate and safeguard the interests of the NMT user from the fast-moving motorised traffic.

viii. Conceptual proposal for landscaping of the NMT routes in order to provide for comfortable journey.

ix. Typical drawings for road cross-sections, road signages, road marking, street furniture and other allied infrastructure that facilitates NMT movement.

f) Draft Detailed Engineering Report (44 Weeks)

On finalisation of the NMT network and the typical details for NMT in the study area and approval by the Client as per the preliminary design report, the consultant shall prepare draft final detailed design for NMT network. This shall include:

i. Design for the NMT network in the form of GADs based on the topographic survey of the identified network.

ii. Detailed proposal for road signage, road markings, road furniture and safety devices on the network that improves NMT usage.

iii. Cost estimation of all the components and preparation of BOQ,

The studies, surveys, investigations, proposals and reports shall be based on relevant provision of Kenyan Standards, Codes and Special Publications (with latest amendments); and other specifications/ circulars/ guidelines (till date). In case, any such codes/best practices are not available or appropriate at national level, reference shall be made to best European standards such as the UK and the Netherlands NMT design standards.

g) Final Detailed Engineering Report (52 Weeks)

The report will generally incorporate comments generated from the presentation of the Draft Detailed Engineering Report as well as comments from the Client's Technical Team.

The environmental and social impact assessment reports, shall be packaged as separate volumes.

h) Progress Reports (Monthly)

These shall be submitted monthly and shall detail all work performed during the reporting period and utilization of the study personnel. This shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them – 10 hard copies and three softcopies to be presented to the Team leader-Project Technical Team

4.2 Records of Documents

After delivery of all final documentation, the originals of the following documents are to be deposited with the Team Leader, KURA Technical Team;

i) All drawings, both full size and photo-reduced, inclusive of land acquisition drawings, all in transparent material.
ii) Tabulated test result of the materials investigations and any interpretation therefrom inclusive of materials charts
iii) Earthworks computations inclusive of mass-haul diagram
iv) Structural calculations
v) Hydrological and water way calculations
vi) Setting out data and earthworks computation on CD ROM.

The Consultant shall be expected to come up with deliverables as indicated below.

Reports	Duration	Number of Copies
Inception Report with Detailed Work Plan	3 weeks	10 Hard copies and 3 Soft copies
Needs Assessment Report	10 weeks	10 Hard copies and 3 Soft copies
Preliminary Reports a) NMT Master Plan Report b) Preliminary Engineering Design Report c) ESIA Report d) RAP report	30 weeks	10 Hard copies and 3 Soft copies
Draft Detailed Engineering Report	44 weeks	10 Hard copies and 3 Soft copies
Final Detailed Engineering Report	52 weeks	10 Hard copies and 3 Soft copies
Progress Reports	Monthly	10 Hard copies and 3 Soft copies

All reports and presentation materials shall be in a form and of a quality so as to be acceptable for reproduction and presentation, and shall be acceptable to the Board and Management of KURA.
Where a report required 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.

4.3 Duration of the Consultancy

Shall be completed and forwarded to the Team Leader, KURA Technical Team within twelve (12) months of the commencement of the assignment. The Consultant should be prepared to attend meetings with the Client to discuss the assignment at any stage.

5. Schedule of Activities

The consultant shall propose a schedule of activities and corresponding deployment of manpower, which will ensure that all tasks entrusted to him, will be adequately performed. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement.

The schedule of activities should also include all the necessary stakeholder meetings.

6. Payments

The consultant is expected to provide the cost (sum) of services showing breakdown of consultancy fee (inclusive of all allowances), which will be paid as a lump sum amount.

The payments will be made to the Consultant according to the following schedule:

a) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Inception Report.

b) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Needs Assessment Report Study Report

c) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Preliminary Engineering Report.

d) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Draft Detailed Engineering Report.

e) Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Client of the Final Detailed Project Report.

SECTION 6: OBLIGATION OF THE CLIENT AND CONSULTANT

6.1 Documents and Reports

The Client will supply all pertinent data and information in its possession and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of maps, manuals and other documents.

The following will on request be supplied by the Team Leader, KURA Technical Team to the Consultant who will be awarded the consultancy: -

i) Standard specifications for Road and Bridge Construction 1986
ii) Road Design Manual Part I – Geometric Design of Rural Roads 1979
iii) Road Design Manual Part III – Pavement design and Materials 1987
iv) Sample standard drawings
v) Street Design Manual for Urban Areas in Kenya 2019(Draft)

Please note that appropriate charges will be levied for certain documents.

The Client will:

(i) Ensure free access to all sites and locations connected with the execution of the study;
(ii) Provide the Consultant with any assistance as the Consultant may be entitled to in accordance with the Terms of Reference

(iii) Provide the Consultant with all documents, data, any existing photographs and other information pertaining to the study that are available with the Government; and
(iv) Provide, at their option, counterpart personnel for on-the-job training with the consultant.
(v) Facilitate the issuance of work permits and entry visas for the Consultant's expatriate staff.

In particular, the Client shall provide the following
(i) All data and reports pertaining to the design studies that have been carried out for the road under study if any;
(ii) Available data and information on road inventory and traffic counts;
(iii) Recent road construction and maintenance costs; and
(iv) Unhindered access to pertinent data.

6.2 Liaison

The Project Technical Team shall provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and information from these agencies, including paying for it where necessary.

The Consultant shall be fully responsible for collecting data and information from Government agencies, paying for it where necessary.

6.3 Correspondence

The Client shall ensure that correspondence exchange in respect of the implementation of the study is treated promptly by the agency in order to avoid any delay. Correspondence by e-mail shall be on Microsoft Outlook (for Client).

6.4 Consultant's Obligations

All information, data and reports obtained from the Client in the execution of the services of the Consultant shall be properly reviewed and analyzed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data, and reports shall be treated as confidential and returned to the Client upon completion of the assignment.

The consultant shall be responsible for analyses, interpretation, and conclusion made from the data and information provided by the client.

The Consultant shall be responsible for arranging for all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, materials testing, secretarial services, related to the performance of the works.

The Consultant shall be responsible for the printing of all reports, drawings, maps, etc.

The Consultant shall provide a training plan for any counterpart personnel as approved by the Client.

All reports and documents relevant to the project, maps, field survey notes, computer programs and electronic data, etc. shall become the property of the Client. The Consultant shall provide the originals of maps, plans and all drawings with final tender documents both in hard and soft copies in CD ROMs and in acceptable electronic format.

7 TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS

A	Project Director / Team Leader	Master In Planning/ Urban Design/ Architecture	15 Years of experience in Field of Urban Design/ Planning
B.	Highway Engineer.	Graduate in Civil Engineering	8 Years of experience in Relevant Field
C.	Electrical Engineer.	Graduate in Electrical Engineering	8 Years of experience in Relevant Field
D.	Architect/ Urban Designer	Graduate Civil Engineer/Architect. In addition, shall possess Master's degree in Urban Planning/Designing.	8 years in consultancy and advisory assignments in urban transport planning / NMT planning/Public transport planning
E.	Urban Highway Design Engineer	Graduate in Civil Engineering	8 Years of experience in designing urban roads.
F.	Transport Planner / Engineer	M.Plan in Transport Planning/M. E in Traffic and Transport Eng or equivalent	8 Years of experience in Relevant Field.
G.	Landscape Specialist	Graduate in Landscape Architecture	8 Years of experience in designing public spaces.
H	Land Surveyor	Graduate in Engineering Surveying or equivalent	5Years of experience in relevant field
I	Social and Environmental Expert	Graduate In Social Work/Sociology/Environmental Studies	8 Years of experience in relevant field
J	Structural / Drainage Engineer	Graduate in Civil /Structural Engineering	5 Years of experience in design of pedestrian bridges

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract Consulting Services for:

Contract No.: KURA/RMLF/HQ/349/2022-2023

Contract Description: CONSULTANCY SERVICES FOR PREPARATION OF NON-MOTORISED TRANSPORT (NMT) MASTER PLAN AND PRELIMINARY AND DETAILED ENGINEERING DESIGN FOR THIKA TOWN.

Between

____*[Name of the Procuring Entity]*

and

____*[Name of the Consultant]*

Date:

I. FORM OF CONTRACT - LUMP-SUM

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

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

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

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

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

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

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

For and on behalf of.. *[Name of Procuring Entity]*

*[full name of Authorized Representative of the Procuring Entity]*____

*[title]*____

*[signature]*____

*[date]*____

For and on behalf of... *[Name of Consultant or Name of a Joint Venture]* [*full name of Consultant's*

authorized representative] ____________________________________

*[title]*____

*[signature]*____

*[date]*____

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

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

[Name of the lead member] …………………………………………………………………………………..

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

*[signature]*____

*[date]*____

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

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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

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

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

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

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

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

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

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

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

k) "Government" means the government of Kenya.

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

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

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

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

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

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

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

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

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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

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

7 Location

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

8 Authority of Member in Charge

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

9 Authorized Representatives

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

10 Corrupt and Fraudulent Practices

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

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

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

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

12 Termination of Contract for Failure to Become Effective

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

13 Commencement of Services

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

14 Expiration of Contract

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

15 Entire Agreement

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

16 Modifications or Variations

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

17 Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be taken

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

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

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

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

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

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

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

18 Suspension

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

19 Termination

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

a. By the Procuring Entity

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

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

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

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

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

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

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

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

b. By the Consultant

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

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

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

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

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

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

e. Payment up on Termination

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

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

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

C. Obligation s of the Consultant

16. General

a. Standard of Performance

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

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

b. Law Applicable to Services

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

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

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

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

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

21 Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3,the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

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

23 Liability of the Consultant

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

24 Insurance to be taken out by the Consultant

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

25 Accounting, Inspection and Auditing

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

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

26 Reporting Obligations

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

27 Proprietary Rights of the Procuring Entity in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

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

28 Equipment, Vehicles and Materials

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

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

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

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

30 Replacement of Key Experts

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

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

31 Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

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

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

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

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

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

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

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

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

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

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

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

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

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

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

35 Services, Facilities and Property of the Procuring Entity

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

36 Counterpart Personnel

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

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

37 Payment Obligation

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

F. Payments to the Consultant

38 Contract Price

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

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

39 Taxes and Duties

40 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.Currency of Payment

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

41 Mode of Billing and Payment

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

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

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

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

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

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

41 Interest on Delayed Payments

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

G. Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

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

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

44 Dispute Resolution

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

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya *[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]*
4.1	The language is: English
6.1 and 6.2	The addresses are *[fill in at negotiations with the selected firm]*: Procuring Entity: KENYA URBAN ROADS AUTHORITY Attention: _______ Facsimile: _______ E-mail: __ Consultant: _______ Attention: _______ Facsimile: _______ E-mail: __
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* The Lead Member on behalf of the JV is ___________*[insert name of the member]*
9.1	The Authorized Representatives are: For the Procuring Entity: *[name, title]*___ For the Consultant: *[name, title]*___
11.1	The effectiveness conditions are the following: *[Note: If there are no effectiveness conditions, state "N/A"]NOT APPLICABLE* *OR* *List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]*
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 30 days of notice.
13.1	Commencement of Services: The number of days shall be 14 days after the order of commencement Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
14.1	Expiration of Contract: 12 months after commencement date..(*Insert date)* The time period shall be 12 months. The Consultant shall be charged Liquidated Damages at the rate of 0.05% of the contract sum per day for the extra days beyond the official contract period plus any time extensions granted by the client, to a maximum of 5% of the contract sum, beyond which the contract shall be terminated in accordance to the conditions of contract.
21 b.	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes:__√___ No: _____
23.1	No additional provisions. *[OR* The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. *[Notes to the Procuring Entity and the Consultant:* *Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP.* *To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.* *The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
24.1	The insurance coverage against the risks shall be as follows: *[Delete what is not applicable except (a)].* (a) Professional liability insurance, with a minimum coverage of Full amount of contract sum.
27.1	The additional rights to the use of the documents are: N/A
32.1 (a) through (e)	*[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.] Not Applicable.*
32.1(f)	*[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(f).] Not Applicable*
38.1	The Contract price is: Not applicable *[insert amount and currency for each currency as applicable] [indicate:* inclusive *or* exclusive*]* of local taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Procuring Entity to the Consultant. The amount of such taxes is ____________________ [insert the amount as finalized at the Contract's negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.
39.1 and 39.2	*[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant]* The Procuring Entity warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2]* *If ITC16.3 indicates a tax exemption status, include the following:* "the Consultant, the Sub-consultants and the Experts shall be exempt from" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:* "the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,*" OR "*the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts*"]* any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity; (d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity's country.
41.2	The payment schedule: The Consultant shall be paid full consultancy amount upon completion of the task
41.2.1	*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]* (NOT APPLICABLE) The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in Kenya Shillings] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off. (NOT APPLICABLE)
41.2.4	The accounts are: Account Number: ____________________ Account Name: ____________________ Bank: __________________________________ Address: ____________________________
42.1	The interest rate; If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple interest may be paid to the Consultant for each day of delay at the prevailing Central Bank of Kenya's average rate for base.
45.1	Disputes shall be settled by arbitration in accordance with the following provisions: 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: (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 *the Federation Internationale des Geometres (FIG) of Switzerland* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	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, *[the Federation Internationale des Geometres (FIG) of, Switzerland]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the Secretary General of the International Centre for Settlement of Investment Disputes,* (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 Secretary General of the International Centre for Settlement of Investment Disputes,* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. <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. 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. 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 *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Procuring Entity's country nor the Consultant's country]*; (b) English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

1. NOTIFICATION OF AWARD

REF: KURA/SCM/XXXX/XXX

Date:………20…….

To: ………………………………………………………. *[name and address of the winning Consultant]*

Subject: Notification of Award Contract No.....................................

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

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

Authorized Signature:_________________________________ Name and Title of Signatory:___ Name of

Agency:____

Attachment: Draft Negotiated Contract

2. BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETEDTHE 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 in directly 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 Procuring Entity]*

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

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

*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]

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns

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

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

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

Details of beneficial ownership

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

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
	Passport number		Indirectly---------- % of shares	Indirectly----------% of voting rights		
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t.c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 5 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022

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

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

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

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

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

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

Bidder Official Stamp/ Company Seal.