



Kenya National Highways Authority

Quality Highways, Better Connections

REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICES FOR THE SUPPLY OF AN ENTERPRISE
RISK MANAGEMENT AND DATA ANALYTICS TOOL FOR KENYA
NATIONAL HIGHWAYS AUTHORITY (KeNHA)**

TENDER No: KeNHA/2882/2025

JUNE, 2025

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

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS
AUTHORITY
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Preface

This Request for Proposals (“RFP”) has been prepared by Kenya National Highways Authority and is based on the Standard Request for Proposals (“SRFP”) issued by the Public Procurement Regulatory Authority (PPRA) pursuant to provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act) and Public Procurement and Asset Disposal Regulations 2020 (the Regulations).

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

Reference No.: **KeNHA/2882/2025**

Name of Assignment: **CONSULTANCY SERVICES FOR THE SUPPLY OF AN ENTERPRISE RISK MANAGEMENT AND DATA ANALYTICS TOOL FOR KENYA NATIONAL HIGHWAYS AUTHORITY (KeNHA)**

TO: All Eligible Bidders

Dear Messrs. _____

1. The Kenya National Highways Authority has set aside funds in its budget toward the cost of the subject consulting services.
2. Kenya National Highways Authority now invites proposals to provide the following consulting services (here in after called “the Services”): **Request for Proposal for consultancy services for the Supply of an Enterprise Risk Management and Data Analytics Tool for Kenya National Highways Authority (KeNHA).**

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

3. The eligibility and mandatory criteria are as specified in Section 2 (B): Data Sheet of the RFP document.
4. This Request for Proposals (RFP) has been addressed to all eligible bidders.
5. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet (DS).
6. It is not permissible to transfer this RFP to any other firm.
7. A firm will be selected under Quality and Cost Based Selection (QCBS) method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
8. This RFP includes the following documents:
 - Section 1: Letter of Request for Proposals
 - Section 2: Instructions to Consultants and Data Sheet
 - Section 3: Technical Proposal Standard Forms
 - Section 4: Financial Proposal Standard Forms
 - Section 5: Terms of Reference
 - Section 6: Standard Forms of Contract: Lump-Sum
 - Section 7: General Conditions of Contract
 - Section 8: Special Conditions of Contract
 - Section 9: Appendices
 - Section 10: Notification Forms
9. Interested firms may inspect the Request for Proposal (RFP) documents from the Supply Chain Management office, Kenya National Highways Authority Headquarters, Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Block C 2nd Floor, during normal working hours.
10. Prices quoted should be inclusive of all taxes and levies, must be expressed in Kenya shillings and shall remain valid for a period of 140 days from the closing date of the tender (*refer to Clause 12.1 of Data Sheet*).
11. A complete set of tender document may be obtained by interested Bidders **free of charge** by downloading from KeNHA website: www.kenha.co.ke or Public Procurement Information Portal

(PPIP): www.tenders.go.ke or from KeNHA Office JKIA Barabara Plaza Block C, 2nd Floor Supply Chain Office during normal working hours upon payment of non-refundable fee of Kshs. **1,000.00** (One thousand shillings only) in form of a **banker cheque** payable to Kenya National Highways Authority.

12. Details on the proposal's submission date, time and address are provided in ITC 18.5 of the Data Sheet.
13. Completed tender documents are to be enclosed in a plain sealed envelope clearly marked with tender name, reference number in accordance with the Instructions to Consultant (ITC) 10.1 and addressed to:-

**Deputy Director, Supply Chain Management
Kenya National Highways Authority,
Barabara Plaza, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters) Block
C, Second Floor
P. O. Box 49712 - 00100,
NAIROBI, KENYA**

and deposited in the Tender Box at the Barabara Plaza, Block C, Second Floor, JKIA, Nairobi, Off Mazao Road (Opposite KCAA Headquarters), to be received on or before, **26th June, 2025 at 11:00 AM.**

Please note that bulky tenders which do not fit in the Tender Box shall be delivered to the Supply Chain Management Office at Barabara Plaza, Block C, Second Floor.

Electronic bidding will **NOT** be permitted.

14. Late bids will be rejected
15. Opening of the bids will take place immediately thereafter at **Barabara Plaza, Block C, Second Floor, South Wing, Jomo Kenyatta International Airport (JKIA), Off Airport South Road, along Mazao Road** in the presence of Tenderers/Representatives who wish to attend.

All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke for any tender addenda or clarifications that may arise before the submission date.

Yours sincerely,

**Deputy Director - Supply Chain Management
For: DIRECTOR GENERAL**

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

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

A GENERAL PROVISIONS

1 Meanings/Definitions

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

Government of Kenya that 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.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2 Introduction

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

3 Conflict of Interest

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

- i) *Conflicting Activities*

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

be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*

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

(iii) *Conflicting Relationships*

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

iv) *Others*

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

4 Unfair Competitive Advantage

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

5 Corrupt and Fraudulent Practices

- 5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.
- 5.2 **Collusive practices**
- 5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.
- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6 Eligibility

- 6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
 - a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
 - b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-ownedEnterprises-Government-ownedenterprisesorinstitutionsinKenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
 - d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

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

B PREPARATION OF PROPOSALS

7 General Considerations

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

8 Cost of Preparation of Proposal

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

9 Language

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

10 Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11 Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12 Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

c. Substitution of Key Experts at Validity Extension

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

d. Sub-Contracting

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

13 Clarification and Amendment of RFP

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

shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

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

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

14 Preparation of Proposals—Specific Considerations

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

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15 Technical Proposal Format and Content

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

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

16 Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. SUBMISSION, OPENING AND EVALUATION

17 Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18 Sealing and Marking of Proposals

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

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

18.3 The inner envelopes or packages or containers shall:

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

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

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

19 Confidentiality/Canvassing

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

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

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

20 Opening of Technical Proposals

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

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

21 Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the valuers 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 ITC 12.7. 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 maybe included 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 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.
 - j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
 - k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
 - l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
 - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
 - n) The Consultant, its sub-consultants and experts have no conflicts of interest.
- 22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23 Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as

scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

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

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

23.3 Financial Proposals for QCBS, FBS, LCS

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

23.4 Opening of Financial Proposals

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

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

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

24 Correction of Errors

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

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and

the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

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

25 Taxes

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26 Conversion to Single Currency

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

27 Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28 Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract,

the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

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

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

29 Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

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

b. Fixed Budget Selection (FBS) Method

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

c. Least Cost Selection (LCS) Method

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

d. Combined Technical and Evaluation Report

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

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

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

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

31 Standstill Period

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

D. NEGOTIATIONS AND AWARD

32 Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

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

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

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(j)	Electronic procurement system shall be used: No
2.1	Name of the Procuring Entity: Kenya National Highways Authority, represented by The Director General The consultant selection method is: Quality and Cost Based Selection Method (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes The name of the assignment is: Consultancy services for the Supply of an Enterprise Risk Management and Data Analytics Tool for Kenya National Highways Authority (KeNHA).
2.3	A pre-proposal conference will be held: No
2.4	Not Applicable
3.3 (iv)	Not Applicable
4.1	Not Applicable
6.2	Maximum number of members in the Joint Venture (JV) shall be: None.
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke .
6.7	The business will be registered with – Not Applicable
	B. Preparation of Proposals
10.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL</u> 1st Inner Envelope with the Technical Proposal: <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1: Technical Proposal Submission Form (3) TECH-2: Consultant's Organization and Experience (4) TECH-3: Comments and Suggestions on Terms of Reference (5) TECH-4: Description of Approach, Methodology and Work plan (6) TECH-5: Work Schedule and Planning for Deliverables (7) TECH-6: Team Composition, Assignment, and Key Experts' Input (8) TECH-7: Mandatory Documentary Evidence

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(9) TECH-8: Self-Declaration Forms</p> <p>(10) TECH-9: Tender-Securing Declaration Form</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <p>(2) FIN-2: Summary of Costs</p> <p>(3) FIN-3: Breakdown of Remuneration</p> <p>(4) FIN-4: Breakdown of Reimbursable Expenses</p> <p>Statement of Undertaking (if required under Data Sheet 10.2)</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, and Key Experts in at most two Proposal is permissible: NO
12.1	Proposals must remain valid for 140 days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Deputy Director – Supply Chain Management Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road Off Airport North Road, Block C 2nd Floor Email address: procurement@kenha.co.ke</p>
14.1(b) (do not use for Fixed Budget method)	<i>Not Applicable</i>
14 (c) and 26.2 [use for Fixed Budget method]	<i>Not Applicable</i>
14.1 (d)	Key Experts shall not appear in more than one proposal.
15.1	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP – Full Technical Proposal</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
16.1(b)	The Financial Proposal will include (but not limited to) the following expenses: <ol style="list-style-type: none"> 1. Cost of the consultancy Service per given milestones. 2. Cost of reports production (including printing) and delivering to the Procuring Entity. 3. Cost of such further items required for purposes of the services not covered in the foregoing.
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal should state local costs in the Client's Country currency (Local currency): Yes
C. Submission, Opening and Evaluation	
17.1	The Consultants " shall not " have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original only (b) Financial Proposal: one (1) original
18.5	<p>The Proposals must be submitted no later than:</p> <p>Date: 26th June, 2025</p> <p>Time: 1100 Hours East African Time</p> <p>The Proposal submission address is:</p> <p style="text-align: center;">Deputy Director – Supply Chain Management, Kenya National Highways Authority, Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C, 2nd Floor. P. O. Box 49712-00100, Nairobi, Kenya</p> <p>Or</p> <p>Completed proposal documents be deposited in the tender box at</p> <p style="text-align: center;"><i>Kenya National Highways Authority Headquarters, 2nd Floor, Block C, Barabara Plaza, Jomo Kenyatta International Airport, Nairobi, Off Mazao Road, (Opp. KCAA Headquarters)</i></p>
20.1	<p>An online option for the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:</p> <p style="text-align: center;"><i>Kenya National Highways Authority Headquarters, 2nd Floor, Block C Boardroom, Barabara Plaza, Jomo Kenyatta International Airport, Nairobi, Off Mazao Road, (Opp. KCAA Headquarters)</i></p> <p>in the presence of the firm's representatives who choose to attend.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals. Not Applicable
22.1	Eligibility and mandatory criteria shall be: As specified in FORM TECH-7: Mandatory Support Documents
22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p><u>Points</u></p> <p>I. Specific experience of the Consultant, as a firm, relevant to the Assignment in the following areas in the last 5 Years:</p> <ul style="list-style-type: none"> a) Provide copies of 5 No. LPOs or Contracts on Enterprise Risk Management or Data Analytics Systems projects completed within the last 5 Years. The Projects Should have a value Ksh. 20,000,000 and above (10 Marks) b) Provide 5 No. experience Reference letters from government institutions for completed Enterprise Risk Management or Data Analytics Systems within the last 5 Years (5 Marks) <p>Sub-Total I: 15 Marks</p> <p>II. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <ul style="list-style-type: none"> a. Technical approach and methodology – (30 Marks) b. Comments to the terms of reference – (25 Marks) <p>Sub-Total II: 55 Marks</p> <p>Total points for criterion (I) & (II) above are: 70Marks</p> <p>[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]</p> <p>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}</p> <p><u>KEY PERSONNEL</u></p> <p>1. Team Leader (max. 6 points)</p> <ul style="list-style-type: none"> Qualification and skills 2 General professional experience 1 Specific professional experience 3 <p>2. Enterprise Risk Management Professional (max. 8 points)</p> <ul style="list-style-type: none"> Qualification and Skills 2 General professional experience 2

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Specific professional experience 4</p> <p>3. Data Analytics Expert (max. 8 points)</p> <p>Qualification and Skills 2</p> <p>General professional experience 2</p> <p>Specific professional experience 4</p> <p>4. Application Developer (max. 8 points)</p> <p>Qualification and Skills 2</p> <p>General professional experience 2</p> <p>Specific professional experience 4</p> <p>Total score for Key Personnel 30</p> <p><i>NOTE: The Consultant may include qualified support staff for his backstopping. These staff shall not be evaluated but shall possess relevant qualification and experience.</i></p> <p>Total points for criterion (III): 30 points]</p> <p>Total points for the Three criteria: 100 points</p> <p>The minimum technical score (St) required to pass is: 80%</p>
23.4	An online option of the opening of the Financial Proposals is offered: No
25.2	<p>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.</p> <p>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.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings</p> <p>The official source of the selling (exchange) rate is: Central Bank of Kenya</p> <p>The date of the exchange rate is: The Date of Proposal Opening</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
29.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>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.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = ___ [0.8], and</p> <p>P = ___[0.2]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
31	<p>The Standstill Period shall be: 14 days</p> <p>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.</p>
D. Negotiations and Award	
32.1	<p>Expected date and address for contract negotiations:</p> <p>Date: to be communicated later</p> <p>Address:</p> <p style="text-align: center;"><i>Deputy Director – Supply Chain Management, Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C, 2nd Floor NAIROBI, KENYA.</i></p>
35.2	<p>Expected date for the commencement of the Services:</p> <p>Fourteen (14) calendar days after order to commence or such other time period as the parties may agree in writing.</p>
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>The publication will be done within 14 days after the contract signing.</p>
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>writing (by the quickest means available, that is either by hand delivery or email to: Title/position: <i>Deputy Director – Supply Chain Management</i> Procuring Entity: <i>Kenya National Highways Authority</i> Email address: <i>procurement@kenha.co.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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

CHECKLIST OF REQUIRED FORMS

REQUIRED FORMS Required for FTP or STP[*], (√)		FORM	DESCRIPTION
FTP	STP		
√	√	TECH-1	Technical Proposal Submission Form.
“√” “If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
√		TECH-2	Consultant’s Organization and Experience.
√		TECH-2A	A. Consultant’s Organization
√		TECH-2B	B. Consultant’s Experience
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
√		TECH-3A	A. On the Terms of Reference
√		TECH-3B	B. On the Counterpart Staff and Facilities
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	√	TECH-5	Work Schedule and Planning for Deliverables
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
√	√	TECH-7	Mandatory Documentary Evidence
√	√	TECH-8	Self-Declaration Forms
√	√	TECH-9	Tender-Securing Declaration Form

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.
- i) 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.

- j) 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 and ITC Clause 29.3 and 29.4 may lead to the termination of Contract negotiations.
- k) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- l) 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}

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST-** Interest of the Firm in the Procuring Entity.

- (i) Are there any person/persons in (*Name of Procuring Entity*) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

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

S/NO	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	throughout the tendering process and execution of the Contract?		

(f) Certification

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

Full Name_____

Title or Designation_____

(Signature)

(Date)

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 herein 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's 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 and my responsibilities under the Code.

I do hereby 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.....

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

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

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a proposal; or
 - d) the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by

law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

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

APPENDIX 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:
 - c) "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - d) Rejects a proposal or award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- e) 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;
- f) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- g) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last **Five (5)** years.
In addition, the Consultant shall be required to present a letter of satisfaction/ recommendation.
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/association 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 N° of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N° of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

FORM TECH-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

{Provide detailed comments and any proposed Improvements to the Terms of Reference}

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.}*

Bidders are required to provide a comprehensive Methodology and Approach detailing how they will deliver and implement the Enterprise Risk Management (ERM) and Data Analytics Tool for the Kenya National Highways Authority (KeNHA). This section must clearly demonstrate the bidder's understanding of the assignment and their ability to implement a sustainable, user-friendly, and scalable solution.

The following components must be addressed:

1. Understanding of the Assignment

- Summarize your understanding of KeNHA's functions, strategic and operational risks, and operational challenges.
- Describe how the proposed solution will support risk identification, monitoring, reporting, and data-driven decision-making in the road infrastructure sector.

2. Proposed Solution Overview

- Provide a detailed overview of the proposed ERM and Data Analytics Tool encompassing qualitative and quantitative analysis for risks.
- Indicate whether the system is cloud-based or on-premises, modular or integrated with supporting advantages.
- Highlight key features and integration capabilities of the system relevant to KeNHA

3. Implementation Approach and Work Plan

Provide a phased plan covering:

a) Project Planning & Inception

- Stakeholder mapping and consultation
- Requirements gathering and
- Validation of scope
- Schedule baseline in **Gantt chart** aligned to key milestones indicating the timelines, resource requirements and expected cash projections.

b) System Design and Customization

- Tailoring system workflows to KeNHA's risk framework and reporting formats
- Role-based access configuration

c) Deployment and Testing

- Installation, integration with existing systems (ERP, GIS, PMIS)
- Functional and user acceptance testing

d) Training and Capacity Building

- End-user training sessions, train-the-trainer model
- Provision of manuals and support materials

e) Go-Live and Support

- Live system launch
- Onsite and remote support during rollout
- Stabilization and feedback loop

4. Service Level Agreement (SLA) Requirements

Bidders must outline their proposed SLA commitments, including:

- System Availability/Uptime:
- Resolution Timeframes: To be defined per issue severity
- System Updates: Frequency and support for patching, upgrades, and enhancements
- Support Channels: 24/7 support availability (email, call center, helpdesk portal)
- Performance Benchmarks: Data loading time, report generation, dashboard refresh speed

Include a draft **SLA agreement** template.

5. Risk Management Approach

- Explain how project risks (technical, organizational, and data-related) will be assessed, treated and reported.
- Include data security and system backup strategies.

6. Change Management Strategy

- Describe how you will manage the transition from existing tools (if any) to the new system.
- Highlight awareness, training, and communication strategies to facilitate adoption.

7. Data Integration plan

- Describe an integration approach with key KeNHA systems (e.g., Finance, HR, Procurement, GIS).

8. Quality Assurance

- Outline mechanisms for control and validation of each phase of the project.
- Include test cases, sign-off criteria, and quality metrics.

9. Sustainability and Knowledge Transfer

- Describe your strategy for ensuring local capacity is built and sustained.
- Include post-project support, documentation, and licensing terms.

10. Monitoring and Evaluation of Deliverables

- Propose how delivery and system performance will be tracked.
- Suggest KPIs and reporting templates.

11. Team Composition and Responsibilities

- Present the core team, their roles, qualifications, and availability.
- Attach relevant CVs and include experience with similar projects.

12. Screenshots or System Demonstration

Bidders must provide:

- **Screenshots** of the proposed solution, showing dashboards, risk matrices, analytics views, and reporting interfaces.

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	N	TOTAL
D-1	Initial Requirements for the Enterprise Risk Management and Data Analytics Tool for a 3 Year Subscription period												
	1) Data Collection												
	2) Inception report												
	3) Project Charter												
	4) Workplan and incorporating comments												
	5) Delivery and Approval of Functional Requirement Document (FRD)												
D-2	Supply and configuration of the Enterprise Risk Management Tool												
D-3	Successful Supply, delivery and installation of the Data Analytic tool												
D-4	5 Day User Training												
D-5	5 Day Administrator Training												
D-6	User testing												

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

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

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	Team Leader	[Home] [Field]												
K-2		Enterprise Risk Management Professional													
K-3		Data Analytics Expert													
		Application Developer													
N															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home] [Field]												
N-2															
N															
											Subtotal				
											Total				

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

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



Full time input



Part time input

FORM TECH-6B: CURRICULUM VITAE (CV)

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

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

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

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

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP.

Eligibility and mandatory criteria shall be:

- 1) The firm has submitted a sealed financial proposal.
- 2) The Proposal is valid for the required number of days.
- 3) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- 4) Copy of a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority (KRA) for Kenyan firms.
- 5) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- 6) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- 7) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- 8) A statement by the Firm that the Consultant has not proposed employing public officials, civil servants and employees of public institutions.
- 9) The Consultant, its sub-consultants and experts have no conflicts of interest.
- 10) Must provide a written Power of Attorney (PoA) as a confirmation of authorization to sign on behalf of the Tenderer (The power of Attorney SHALL be certified by Commissioner of Oaths or Notaries Public).
- 11) Copy of Certificate of Incorporation/Certificate of Registration
- 12) Must provide a copy of CR12 from registration of companies (Issued within the last Six (6) months from the Tender opening date). Attach copy of National Identification (ID) or Equivalent copies of all Directors /Shareholders and any individual listed on the CR12).
- 13) Curriculum vitae (CVs) of the proposed key staff duly signed by the proposed individual with attachments of copies of certificates and testimonial.
- 14) Letters of availability for the assignment signed by the proposed key staff.
- 15) Duly filled Confidential Business Questionnaire (Stamped and signed)
- 16) Duly filled Certificate of Independent Proposal Determination (Stamped and signed)
- 17) Duly filled Self-Declaration Forms (Form SD1 & SD 2) – Stamped and signed
- 18) Duly filled Declaration and Commitment to The Code of Ethics (Stamped and signed).
- 19) Current sworn affidavit on litigation history issued by a Commissioner for Oaths or Notaries public within the last three (3) months.
- 20) Must be accredited by the ICT Authority to provide ICT Consultancy Services
- 21) Valid Manufacturer Authorization Form for Product.
- 22) Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid within the validity period of the tender from the closing date of the tender.
- 23) The Bidder to provide Audited financial statements of Accounts for the last Three (3) financial years (2023, 2022 & 2021) with a minimum average Turnover of Fifty Million Ksh. 50,000,000.00
- 24) Duly filled, stamped and Signed Declaration forms
- 25) Completeness of tender document:
 - All pages with entries (Typed or handwritten) must be initialled.
 - Any alterations made in the tender document must be countersigned.
 - All relevant Forms/ Schedules shall be duly filled including it being signed, dated, and stamped.

- 26) Firms or entities in a joint venture or association shall individually meet the mandatory requirements as specified in ITC 22.1 of Section 2 (B): Data Sheet of the RFP document and attach a duly signed agreement.
- 27) Any Addendum/Clarification thus issued shall be part of the bidding documents pursuant to Sub-Clause 13.1 of ITC Data Sheet.
- 28) The original Bid document Submitted MUST be duly serialized sequentially from page one up to the last including attachments/appendices and the document should be bound. - A Guide Note on Serialization is outlined in the Notes below; -

NOTE.

- i. *Please note that all pages of the Request for Proposal (RFP) document(s) submitted by bidders shall be sequentially serialized numerically that is; 1,2,3,4,5...etc. The serialization shall be undertaken by the bidders, by doing fresh numbering on its document(s). The pagination of the RFP document as downloaded from the KeNHA website should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from the first page to the end.*
- ii. *All submitted Documents may be verified from the issuing agencies, KeNHA Reserves the right to verify all submitted documents.*
- iii. *Only Bidders who will have met all the Preliminary (Mandatory) Requirements shall proceed for Technical Evaluation.*

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

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

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

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

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

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

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

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

Dear Sirs:

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

Our attached Financial Proposal is for the amount of. {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is {Insert currency} {Insert amount in words and figures}.

{Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain, Yours sincerely,

Signature (Of Consultant's authorized representative) {In full and initials} Full name:

..... {Insert full name of authorized representative}

Title {Insert title/position of authorized representative}

Name of Consultant. (Company's name or JV's name)

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

Physical Address: {Insert the authorized representative's address}

Phone {Insert the authorized representative's phone and fax number, if applicable}

Email {Insert the authorized representative's email address}

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

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal (including)				
Project Documentation				
System Implementation & Licensing				
Remuneration				
Subtotal [Documentation + Remuneration] {Should match the amount in Form FIN-1}				
Add 0.03% of Sub Total Public Procurement Capacity Building Levy (Exclusive of all Taxes)				
Taxes: Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
{insert type of tax: e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes Total Estimate for Indirect Local Tax:				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

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

FORM FIN-3A: BREAKDOWN OF REMUNERATION

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

A. Remuneration _____								
No	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input Person/Month (from TECH-6) in	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts							
K-1		Team Leader	[Home]					
			[Field]					
K-2		Enterprise Risk Management Professional						
K-3		Data Analytics Expert						
K-4		Application Developer						

	Non-Key Experts							
N-1			[<i>Home</i>]					
N-2			[<i>Field</i>]					
	Total Costs							

5 SECTION 5: TERMS OF REFERENCE CONSULTANCY SERVICES FOR THE SUPPLY OF AN ENTERPRISE RISK MANAGEMENT AND DATA ANALYTICS TOOL FOR KENYA NATIONAL HIGHWAYS AUTHORITY (KeNHA).

1. Background

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the Management, Development, Rehabilitation and Maintenance of National Trunk Roads. The Authority seeks to procure a consultant to undertake automation of the enterprise risk management function and deploy a data analytics tool.

2. Purpose

The purpose of the Consultancy services is to supply an Enterprise Risk Management (ERM) and Data Analytics Tool for Kenya National Highways Authority.

3. Objectives

1. To carry out functional requirement validation and documentation for the ERM software and data analytics tool
2. To Supply/Provision, Configure, Test, customize and document the ERM Software and Data Analytic tool as per the Authority's requirements.
3. To ensure adequate knowledge transfer by training the system administrators and users:
4. To provide post implementation support for the system for a period of 3 Year.

4. Scope

The primary goal of the assignment is to automate Enterprise risk management process and configure a data analytics tool to continually analyze the Authority's data. The development of the system will be at KeNHA's headquarters but the system will be accessible across the entire Authority

5. Terms of Reference

a. Technical Requirements

- i. Client-server architecture – The Software MUST be web based and centralized hosted.
- ii. The system shall be integrated with KeNHA's existing systems that include Microsoft Dynamics 365 Finance and Operations ERP, Road Asset Management System (RAMs), Relational and Distributed databases (RDBMS) Database Systems
- iii. The system shall be configured for Single Sign on using the Authority's Active Directory users.

- iv. The consultant shall set up separate development, test and production environments to support testing and deployment of system changes.
- v. The system shall provide Full data analysis capability to handle large datasets with no defined limits.
- vi. The system must be flexible, scalable and easily customizable to meet KeNHA's current and future requirements.
- vii. The software licensing model must be clearly defined and fully licensed for a minimum of 20 Users for 3 Years.
- viii. User management: Management of user access and permissions. The system must allow defining user roles, access controls, and permissions to ensure that only authorized users can perform certain actions within the system.
- ix. Workflow management: Support for workflow and notifications.
- x. Data and system security: The system shall utilize best practice and data security such as encryption, SSL implementation, role-based access controls, and logging.
- xi. The system must provide embedded business continuity and disaster recovery mechanisms.
- xii. Vendor support and maintenance– Vendor to provide a sample SLA for review by KeNHA. The vendor shall provide one-year post-implementation support

b. Functional User Requirements

i. Enterprise Risk Management System

- Risk identification: The system should allow users to identify and document potential risks, including details such as risk sources, categories, and descriptions.
- Risk assessment: The system should have embedded tools for qualitative and quantitative risk assessment methods, risk scoring, and prioritization based on risk criteria.
- Risk mitigation: Strategies and actions for mitigating identified risks. This includes developing and tracking risk treatment plans, assigning responsibilities, and monitoring the effectiveness of risk mitigation measures.
- Risk monitoring: The system should allow Continuous monitoring of risks with real-time updates. This will involve tracking risk indicators, thresholds, and trends, and providing automated alerts and notifications for risk events and changes in risk status.
- Incident management: Management and documentation of incidents related to risks. This will include incident reporting, investigation, root cause analysis, and corrective actions to prevent recurrence.
- Reporting and analytics: Generation of comprehensive risk registers, reports and analytics on risk data. This includes dashboards, custom report generation, data visualization, and trend analysis to support decision-making and risk communication.
- Dashboards: Offering customizable dashboards for risk visualization. This should provide users with a visual representation of risk data, including key risk indicators, risk maps, trends and performance metrics.
- Compliance management: Ensuring compliance with relevant regulations and standards. This component will track compliance requirements, perform compliance assessments, and maintains documentation to demonstrate adherence to regulatory obligations.
- Workflow management: Support for workflow processes for risk management activities. This

includes automating task assignments, approvals, and notifications, ensuring that risk management processes and procedures are followed consistently.

ii.Data Analytics

- **Business Process Auditing:** The system should be capable of reviewing and analyzing business processes to identify inefficiencies, anomalies, or risks. It should allow mapping of workflows and detection of deviations from standard procedures.
- **Data Access:** The system should support secure and flexible access to various data sources, including databases, flat files, APIs, cloud platforms, and spreadsheets. It should allow both real-time and batch access depending on the use case.
- **Data Analysis and Manipulation:** The system should enable users to clean, filter, sort, transform, and merge datasets. It should support both basic and advanced analysis functions such as aggregations, calculations, and pattern recognition.
- **Continuous Auditing & Monitoring:** The system should provide capabilities for ongoing, automated review of transactions and controls. It should monitor business data in real time or on a scheduled basis to identify exceptions or red flags.
- **Artificial Intelligence, Machine Learning and Scripting:** The system should incorporate AI and ML capabilities for predictive analytics, anomaly detection, and trend forecasting. It should also support scripting languages (e.g., Python or R) to allow advanced custom analyses and automation.
- **Data and Table Manipulation:** The system should allow easy creation, editing, and joining of data tables. Users should be able to define custom fields, relationships, and perform calculations within or across tables.
- **Data Visualization:** The system should provide interactive dashboards and visualization tools such as charts, graphs, heatmaps, and timelines to make complex data easier to interpret and present.
- **Results Management:** The system should allow for the saving, sharing, and exporting of analysis results. It should provide version control, audit trails, and the ability to generate reports or alerts based on findings.

DETAILED FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
1	Risk Identification, Assessment & Controls
1.01	The system must cater for different types of methodologies/frameworks from a Risk Management perspective
1.02	The system should be able to maintain a risk register unique to each project and department within KeNHA
1.03	<p>The solution should be able to maintain a library for different components of risk management. The library should be comprehensive and auto-update whenever a new entry is created. The library should include but is not limited to:</p> <ul style="list-style-type: none"> - Risk library to store all risks; - Controls library to store all controls; - Project risks library to store all project risks; - Opportunities library to store all opportunities; - Library for Key Performance Indicators and Key Risk Indicators for monitoring key risks; - Risk Appetite - Risk Tolerance - Risk Assessment - Risk Strategy / Treatment - Monitoring / Assurance - Metrics
1.04	The system should provide options for setting parameters for the risk assessment criteria.
1.05	The system should provide options for defining and modifying the risk assessment criteria
1.06	The system should have the ability to record the enterprise risk categories, likelihood, impact and risk ratings as they map to the KeNHA ERM policy
1.07	The system should be able to allow a user to capture specific strategic, departmental, regional and project objectives and targets on a monthly and quarterly basis before risk identification
1.08	The system should be able to allow a user from one department to view risks that have been captured by other departments and allow the user to add them to their department's risk register during risk identification
1.09	The system should have the ability to record the enterprise risk appetites based on the risk categories identified
1.10	<p>The solution should have the ability to capture the following risk attributes:</p> <ul style="list-style-type: none"> - Inherent Risk Impact - Inherent Risk Likelihood - Inherent Risk Rating - Residual Risk Impact - Residual Risk Likelihood - Residual Risk Rating - Risk Appetite - Risk Tolerance - Risk Velocity - Risk Outlook

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
1.11	<p>The system should be able to allow addition of new risks to a risk register through manual input. Additionally, the following details regarding each risk should be captured:</p> <ul style="list-style-type: none"> - Risk Owner - Risk Description - Risk Status - Risk Appetite - Risk Velocity - Risk Outlook - Associated Intermediate Risks - Associated Risk Assessments - Associated Key Risk Indicators - Associated Directorates - Inherent Risk Impact and Justification - Inherent Likelihood and Justification - Residual Risk Impact and Justification - Residual Likelihood and Justification - Proactive and reactive risk treatment - Mark for prioritization
1.12	The system should be able to link risks identified to strategic and departmental objectives
1.13	The system should be able to calculate Inherent Risk as a product of Inherent Impact and Inherent Likelihood
1.14	The system should be able to calculate Residual Risk as a product of Residual Impact and Residual Likelihood
1.15	The system should have the ability to capture Threats and Opportunities in a Risk Register record
1.16	The system should have the ability for users to add new or look up Risk Register records from the level of Risk Hierarchy application
1.17	<p>The system must provide the following capability regarding Key Risk Indicator (KRI) monitoring:</p> <ul style="list-style-type: none"> - Development and approval of Key Risk Indicators; - Key Risk Indicator assessment and validation - Key Risk Indicator monitoring; - Key Risk Indicator analysis; and - Key Risk Indicator reporting.
1.18	<p>The system shall have the ability to capture key risk indicators at the Risk Register level including:</p> <ul style="list-style-type: none"> - Metrics aligned to KeNHA's risk categories - Custom KRI's aligned to KeNHA's ERM Policy
1.19	<p>The system shall have the ability to allow users to submit/review/approve/reject risk records as part of a defined ERM workflow. This includes:</p> <ul style="list-style-type: none"> - Ability for the ERM Department to approve or request additional details for Risk Register record from the Risk/Process Owner. - Ability for the ERM Department to validate and update risks that include the rolled up details from the Risk Register.

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
1.20	The system should be able to capture risk response and treatment factors based on the: <ul style="list-style-type: none"> - Risk Strategy - Risk Strategy Status - Risk Strategy Description
1.21	The system should define the risk review period (weekly, monthly, quarterly) and send to the process owners and send specific tailored surveys/questionnaires for risk identification
1.22	The system should be able to allow the administrator to edit risk assessment questionnaires.
1.23	The system should be able to provide a means to categorize the assessment questions created by users. The system should allow the administrator to add or edit categories as needed.
1.24	The system should be able to provide a means to assign questionnaires based on the user's role
1.25	The system should be able to prompt the user through leading questions (based on the organization's risk assessment criteria) to assist in the risk identification process and generate a risk score based on the information captured
1.26	The system should be able to capture emerging risks if they are not included in the risks library.
1.27	The system should be able to support capturing of key fraud risks faced by the Authority
1.28	The system should be able to capture and monitor the frequency of occurrence of a risk.
1.29	The system should be able to support capturing of multiple controls for a single risk and determine the overall impact
1.30	The system should be able to support quantitative risk assessment
1.31	The system should be able to classify risks based on various user-defined categories e.g. major, minor, etc. and apply color codes to the different categories
1.32	The system should be able to classify risks based on various user-defined categories e.g. strategic, operational, financial, reputational etc. and generate reports on each of these categories
1.33	The system should be able to allow capturing of the estimated cost of implementing the identified mitigations/ controls to a risk
1.34	The system should be able to allow a user to define the various projects being implemented by KeNHA and capture project related information e.g. Project Name, Contractor, Project Scope, Project Inception Date, Project Location, Project Status and the related Project Risks
1.35	The system should be able to allow a user to create a sample of projects that will be assessed on risk
1.36	The system should be able to support capturing of project risks per project phase e.g. mobilization, design, construction, maintenance etc.
1.37	The system should be able to support capturing and assessment of risks related to all KeNHA projects by Consultant and Contractor
1.38	The system should be able to provide visibility on all project risks per project across the entire portfolio

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
1.39	The system should be able to allow a user to drill-down to a particular project of interest and view the overall project status, risks, costs incurred and timelines
1.40	The system should be able to maintain a library of project risks per project phase and allow a user to select relevant project risks from the library
1.41	The system should be able to support assessment of project risks through the use of a mobile application
1.42	The system should be able to calculate an aggregated risk from multiple input risks
1.43	The system should have a comprehensive risk escalation process
1.44	The system should be able to update a record of a risk to an issue if an incident occurs
1.45	The system should be able to identify the best mitigation measure for a list of identified measures when an incident occurs
1.46	<p>The system should provide the capability for monitoring losses, performing root cause analysis, monitoring controls and improvements. The following capabilities are required:</p> <ul style="list-style-type: none"> - Identification and recording of loss events; - Investigation of the loss event/root cause analysis; - Identification of additional controls/improved controls; - Monitoring of control implementation; - Loss analysis; and - Reporting of losses. - Capability to classify losses into categories i.e. actual loss, potential loss, near miss, irregular expenditure, fruitless and wasteful expenditure, theft, fraud, health and safety, etc.
1.47	The system should allow users to generate findings from Risk Register records for risk response and mitigation.
1.48	The system should be adaptive to changes to KeNHA's risk profile as threats and vulnerabilities change all the time.
1.49	The system should be able to provide consistency to cater for management of risks from different areas of the organization
1.50	The system shall allow the ERM team to aggregate risk results from Risk Registers based on a defined aggregation logic.
1.51	The system must not allow any user except the ERM & BPR Department to add new Metrics/ KRIs to the Metrics Library.
1.52	The system should support maker-checker controls on all tasks with the checker having the ability to document comments or notes.
1.53	The system should be able to identify the top/ strategic risks across the organization and provide visibility to KeNHA's Risk Champions, Departments, Directors and the Board
1.54	The system should be able to allow a user to track the progress of implementation of risk action plans/ mitigations and send email alerts/ notifications to the risk owner when an action plan is due for implementation
1.55	The system should be able to provide a means for the user to monitor and track identified risks on an ongoing basis
1.56	The system should be able to support logging of incidents, resolution action, resolution status and the respective owner responsible for action

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
1.57	The system should be able to support logging of incidents, resolution action, resolution status and the respective owner responsible for action
1.58	The system should be able to alert incident owners once incidents are assigned to them for resolution
1.59	The system should be able to categorize incidents based on incident types and reporting frequency (e.g. weekly, monthly etc.)
1.60	The system should be workflow based to support maker-checker controls during risk identification.
1.61	The system should also be able to generate an email alert to an approver once the risks have been submitted for approval
1.62	The system should be able to generate an email alert to the Risk Champion once the risks have been approved by the approver.
1.63	The system should be able to support risks monitoring and generate periodic alerts to Risk Champions and Risk Owners to review and update the risks after a user-defined time interval.
2	Business Intelligence & Reporting
2.1	Operational Reporting
2.101	The system should be able to generate a report on all high/ critical risks
2.102	The system should be able to generate a comprehensive risk register based on the risks captured
2.103	The system should allow for the collection, aggregation, and reporting on risks generated throughout the Enterprise, including risk strategy and risk appetite to do roll-up reporting
2.104	The system should allow for Risk Rating field to be tracked for trending purposes.
2.105	The system should allow for all reports generated to have a drill-down functionality to view granular details
2.106	The system should provide users with real time reporting, including Risk Heat Map
2.107	<p>The solution should provide the following dashboards:</p> <ul style="list-style-type: none"> - Action overview; - Inherent and residual risks overview (Heat maps); - Risk register (both inherent and residual risks and linked to controls); - KRI overview (including KRI analysis); - Loss event overview (including loss event analysis); - Incidents overview - Irregular and fruitless and wasteful expenditure overview (Including analysis of expenditure); - - Project risks register/overview; - Opportunities overview; and - Emerging risks register
2.108	A report that provides an enterprise risk profile for a particular quarter or period of review.
2.109	A report that includes a count of the Risks by the Inherent Risk Rating.
2.110	A report that includes the count of the Risks by the Residual Risk Rating.
2.111	A report that includes all Risks that have associated Risk Register items with a Warning Indicator indicating that the Calculated Risk exceeds the Residual Risk.

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
2.112	A report that provides a heat map between Residual Risk Impact and Residual Risk likelihood for all Risks * *Note: There will one heat map report for every Risk Record.
2.113	A report that produces a list of all risk register records and any associated metric records
2.114	A report that includes all Open Findings by Risk.
2.115	A report that includes all Open Remediation Plans by Risk.
2.116	A report that shows the Inherent Risk, the factors affecting the calculation of Residual Risk and generating a Residual Risk Score Card.
2.117	A report that includes all Active metrics associated with Risks with the summary data for each Metric
2.118	A report that includes all Active metrics associated with Risks with the summary data for each Metric regarding Trending.
2.119	A report that displays the Status of all Risks.
2.120	A report that shows the number of Risks grouped by Calculated Residual Risk rating.
2.121	A report that displays a distribution of Risks in the Risk Register grouped by Inherent Risk Rating.
2.122	A report that displays a distribution of Risks in the Risk Register grouped by Residual Risk Rating.
2.123	A report that displays all Risks grouped by Response Status.
2.124	A report that displays all Risks grouped by Response Type.
2.125	A report that includes the number of Total Findings by Risk.
2.126	A report that has the ability to monitor issues and implementation of actions
2.127	A report that generates a list of high-risk projects based on customizable criteria
2.128	A report that generates a list of risky projects ranked based on risk rating
2.129	The system should be able to generate a report on all incidents logged
2.130	The system should be able to generate a report on emerging risks
2.131	The system should be able to generate a report on key risks per project across the entire project life cycle
2.132	The system should be able to generate a project risk assessment report.
2.133	The system should be able to generate a report on risks that are beyond the accepted thresholds
2.134	The system should be able to generate a report on long-term risks (i.e. risks that have been open for a long duration)
2.135	The system should be able to generate a quarterly report on movement of risk rankings e.g. from low to high, from high to critical etc. to facilitate monitoring of movement of risk and strengthening of controls
2.136	The system should be able to support trend analysis and comparative analysis across KeNHA's departments
2.2	General Reporting
2.201	The system should be able to prepare and store data extracted from various data sources
2.202	The system should be able to provide Online Analytical Processing (OLAP) capability
2.203	The system should be able to provide data mining capability
2.204	The system should be able to provide business analytics capability

FUNCTIONAL REQUIREMENTS FOR ERM SOFTWARE	
2.205	The system should be able to measure efficiency in completion of different types of tasks by department, user, etc.
2.206	The system should be able to perform “what if” analyses on the data
2.207	The system should be able to schedule user defined queries
2.208	The system should allow users to create custom reports and personal dashboards
2.209	The system should provide the ability to incorporate report builders with wizards. The mechanics of the report utility should be straightforward and easy to use.
2.210	The system should provide the ability to generate reports automatically according to pre-defined criteria and frequencies
2.211	The system should provide the ability to view reports online before printing to any available printer and with quick report response time
2.212	The system should provide the ability to extract and print selected information, with user control of the content and format of the extract file and/or report.
2.213	The system should provide the ability to add a new report to the list of existing reports
2.214	The system should provide the ability to allow access to reports according to access groups
2.215	The system should provide the ability to define reporting schedules as required by users
2.216	The system should provide the ability to generate ad-hoc reports on-line and to save them within the system for future use.
2.217	The system should provide the ability to combine multiple reports to be run as a batch
2.218	The system should provide the ability to support drill down capabilities to supporting detail in inquiry screens
2.219	The system should provide the ability to export reports in different formats including excel csv, pdf, word, etc.
2.220	The system should be able to provide access to reports based user-defined roles/ access matrix

DETAILED FUNCTIONAL REQUIREMENTS FOR DATA ANALYTICS TOOL

FUNCTIONAL REQUIREMENTS FOR DATA ANALYTICS TOOL	
1.	Business process auditing
	<p>The system must be able to perform analytics on key business processes including:</p> <ol style="list-style-type: none"> 1. Accounts payable 2. Accounts receivable 3. Cash and Bank Management 4. Asset management 5. General ledger postings 6. General journal analysis 7. Travel expenses 8. Financial Reporting 9. Vendor Management 10. Inventory Management 11. Budget analysis 12. Human resources master data 13. Salaries and Payroll 14. Leave Management 15. Purchase requisitions 16. Purchase orders 17. Exemption permits 18. Wayleave permits 19. Management of Weighbridge Data 20. Active Directory 21. Network Access and Traffic
2.	Data Access
	<ol style="list-style-type: none"> a) Ability to access and mine data directly from the Authority's Systems. b) The Analytic tool should also allow for connection with other systems using APIs. c) The tool should also provide adequate security to data: It should have robust security features to protect sensitive data from unauthorized access. d) Import a wide variety of different types of data from file-based data sources, databases, or cloud data services.

FUNCTIONAL REQUIREMENTS FOR DATA ANALYTICS TOOL	
	<ul style="list-style-type: none"> e) To integrate with various sources, it must have inbuilt connectors, ability to pull data using ODBC Connectors and an API functionality. f) When connecting to any data source/system, or importing from any data source, The Analytics should be strictly read-only. It should not allow users to add, update, or delete data in a data source, or modify a data source in any way. This restriction applies to all data sources accessible by Analytics: file-based data sources, databases, and cloud data services. g) The solution should be able to bring multiple, disparate data sources into one centralized platform for analysis. h) It should be able to import and process large transactions in a very short time – reduce the time users spend acquiring data from various systems.
3.	Data analysis and manipulation
	<p>The system must be able to retrieve data from different data sources including MS SQL Server, Access, Excel, Adobe® PDF, XML and distributed databases. The basic analysis will include, but not limited to the following:</p> <ul style="list-style-type: none"> a) Number analysis b) Logical analysis c) Identifying outliers d) Pattern matching e) Statistics f) Stratification g) Summarization h) Record tagging/ticking i) Top/bottom items and Transposition/Missing digits j) Verify – check field data type consistency <p>The System will also be required to achieve the following:</p> <ul style="list-style-type: none"> a) It should be able to identify trends and exceptions, and highlight potential areas of concern. b) Relational operations permit comparison of magnitudes of numeric fields on the basis of operators such as equal to, not equal to, greater than or less than and combinations of these. c) Ability to import data from multiple systems and bring them together for comparison and analysis. The system should allow users to compare data imported from multiple systems in one central environment. The tool should

FUNCTIONAL REQUIREMENTS FOR DATA ANALYTICS TOOL	
	<p>also have ability to import data from various sources (e.g., CSV, Excel, databases) and export results in different formats</p> <ul style="list-style-type: none"> d) Performance Optimization: The system should be able to handle large datasets efficiently and perform complex analyses without significant performance degradation. e) Scalability: The tool should be able to handle increasing data volumes and complexity. f) The solution should allow users to preserve and verify the integrity of source data. g) It should allow for data validation - checking of data for correctness, uniqueness, completeness, and compliance with applicable standards, rules and conventions. h) It should allow to for splitting, filtering and segregation of records in a file that does not form part of the analytics data.
4.	Continuous auditing & monitoring
	<p>The System must be able to have the Data Analytics Continuous functionality with Continuous Auditing and Continuous Monitoring functionality seamlessly integrated within the Analytics System including: -</p> <ul style="list-style-type: none"> a) Scripting functionality for automating all Authorities processes b) Analytics Scheduler for automated processes c) An email notification capability for completed data analytics d) Capability to continuously audit and monitor controls performance automatically e) Capability to allow users to schedule and automate analytic tests designed for control checks and share results on email. The robots should run the tests without any manual intervention. f) Audit Trail: Ability to track data changes and user activities to maintain auditability. g) Risk Assessment: Tools for identifying and assessing risks based on data analysis. h) Fraud Detection: Features for detecting anomalies and potential fraud indicators. i) Data Masking: Ability to mask sensitive data to protect privacy and confidentiality.

FUNCTIONAL REQUIREMENTS FOR DATA ANALYTICS TOOL	
	<ul style="list-style-type: none"> j) The system should be able to notify you when a test has been run successfully and also when it failed or was skipped. k) It must have inbuilt metrics to monitor KPIs and KRIs and triggers to send alerts when certain thresholds are met or exceeded. l) Script/automated tests repository and version control- the system should provide a central repository to store and access all of the team's scripts/automated tests. It should include version control to make testing and collaboration even easier.
5.	Artificial Intelligence, Machine Learning and Scripting
	<ul style="list-style-type: none"> a) The system must have inbuilt AI and Machine Learning capabilities. b) The system should provide a centralized environment where users can create, edit and trouble shoot Python Scripts for complex analytic tests. c) The system should allow users to create or migrate any existing SQL scripts into the Analytics solution and automate them.
6	Data and Table manipulation
	<ul style="list-style-type: none"> a) Should facilitate one to Append, Filter, match, split and sort data. b) Ability to customize and define own data requirements. c) Allows for viewing and manipulating of data at hand. d) Capability to undertake forecasts, trend analysis, clusters, pattern recognition, gap analysis and performance comparisons. e) Capability for users to drill down to levels of greater detail or roll up to more broad perspectives.
7.	Data visualization
	<ul style="list-style-type: none"> a) Generate reports including exceptions, totals among others for each data analysis undertaken. The reports should be customizable. b) Ability for users to create highly interactive and visual customized dashboards and reports, including graphs, maps and charts. c) The live dashboards should be shareable with both licensed users and non-users in the business who would like to consume the live reports on a regular basis. d) Allow download/saving of above dashboards and reports. e) The system should provide hierarchical reporting capabilities, allowing reports to be generated at various levels f) Ability to schedule customized automatic reports without user intervention.

FUNCTIONAL REQUIREMENTS FOR DATA ANALYTICS TOOL	
	<ul style="list-style-type: none"> g) Capability to present data in common formats. i.e. xls, text h) Service Level Reporting - Ability to generate detailed reports based on specific services or business units within the business based on service delivery charter
8.	Results Management
	<ul style="list-style-type: none"> a) Ability to build data relationships between different data sources b) Ability to filter and / or extract data based on user defined conditions c) Ability to send out email alerts on exceptions to the auditors and business process owners. d) Enables the management of an exception through triggers, surveys, questionnaires & issue tracking e) Customizable audit workflows f) Exception workflows – assigning of an exception to relevant persons for remedial actions g) Ability to track critical data changes h) Monitoring key risk indicators with metrics i) Comprehensive audit reports- highlight exceptions, illustrate results in visual reports, interactive dashboards j) Dashboard capabilities and enhanced reporting capabilities that provides an informed and Timely/Real time Management Decision k) The tool should integrate directly with Authority's Audit Management system to enable direct provision of analytic results into a specific audit project.

5.2 Team Composition and Qualifications Requirements for Key Experts

5.2.1 Required Skills and Competencies

- 6 The vendor required to implement the ERM software and data analytics tool will be required to ensure that their team possesses a comprehensive set of skills to handle the complexities of the project. These are:
- a) Data Integration: Proficiency in integrating various data sources, including databases, cloud services, and APIs.
 - b) Programming Skills: Knowledge of programming languages such as Python, R, and SQL for data manipulation and analysis.
 - c) Data Modeling: Ability to design and implement data models that support efficient data storage and retrieval.
 - d) Big Data Technologies: Experience with big data tools and platforms like Hadoop, Spark, and NoSQL databases.
 - e) Analytical Skills: Statistical Analysis: Strong foundation in statistical methods and techniques to analyze data accurately.
 - f) Risk management skills: configuring risk registers, risk reports, control libraries and risk appetite metrics; understanding or risk standards, understanding Authority's processes and aligning them to software
 - g) Machine Learning: Expertise in machine learning algorithms and frameworks to build predictive models.
 - h) Data Visualization: Skills in creating interactive and insightful visualizations using tools like Tableau, Power BI, or D3.js.
 - i) Project Management: Agile Methodologies: Experience in managing projects using agile methodologies to ensure timely and efficient delivery.
 - j) Data Security: Knowledge of data security best practices, including encryption, access controls, and secure data handling.
 - k) Regulatory Compliance: Understanding of relevant regulations to ensure compliance throughout the project.
 - l) User training and support: Training end-users on software functionalities and best practices; Developing user manuals, FAQs, and training materials; Providing technical support and troubleshooting during and after implementation
 - m) Testing and Quality assurance: Conducting functional, integration, and user acceptance testing (UAT); Automating test scripts for repetitive tasks; Resolving bugs and performance issues.

Team Composition

The team composition and qualifications requirements for key experts as well as the training and skills transfer requirements are as tabulated below

TECHNICAL STAFF COMPETENCIES (TOTAL SCORE)	
<p>Attach the CVs accompanied by copies of academic and specialization certificates for key personnel proposed for administration and execution of the contract</p> <p>NB: It is expected that the proposed staff are the ones to be engaged for the project if the bidder is successful and changes can only be made with consent of the client.</p>	
Project manager / Lead consultant	<ol style="list-style-type: none"> 1. Bachelor's degree in computer science, engineering, IT or related field 2. Minimum 15 years' experience in project management 3. Minimum 5 years' experience in Risk Management and Business <p>Attach Copies attached must be certified by the Commissioner for Oaths</p>
ERM Specialist / 1 No. Implementation Officer	<ol style="list-style-type: none"> 1. Bachelor's Degree Business Administration, commerce or related field 2. Minimum 10 years' experience in Enterprise Risk Management and Business Continuity Management 3. Relevant Professional experience in system implementation (Give a minimum three no. (3) projects) 4. Membership to a relevant Professional Body. IRM, IIA or related
Data Analytics Specialist	<ol style="list-style-type: none"> 1. Bachelor's Degree in Computer Science, Software Development, Computer engineering, Information systems or related field 2. Certification in data analytics 3. Professional experience (10 years) in successful development and implementation/ deployment of data analytic systems 4. Membership to a relevant Professional Body
Application Developer	<ol style="list-style-type: none"> 1. Bachelor's Degree in IT, Computer science or any other related field 2. Minimum 5 years' relevant experience 3. Certification in the Application being proposed.

6.2 Selection Criteria

The Consultant will be selected based on Quality and Cost Based method. The selected Consultant should bring together a competent group of professionals with enough and extensive experience in Business Strategy development.

7. KEY DELIVERABLES

The core deliverables for the consultant are focused on the successful outcomes necessary to execute the Scope of Work. In addition, the Consultant will provide the following specific deliverables:

1. System Documentation for the Enterprise Risk Management and Data Analytics Tool for a 3 Year Subscription period
 - a) Data Collection
 - b) Inception report
 - c) Project Charter
 - d) Workplan and incorporating comments
 - e) Delivery and Approval of Functional Requirement Document (FRD)

2. Supply and configuration of the Enterprise Risk Management Tool
3. Successful Supply, delivery and installation of the Data Analytic tool
4. 5 Day User Training
5. 5 Day Administrator Training
6. User testing

8. REPORTING FOR DELIVERABLES

8.1 Commencement

The Consultant shall commence the study as specified in Clause 7.2 of Appendix “A” and clause 2.2 of the conditions of contract.

8.2 Reports

The Consultant shall prepare and submit to the Director (ICT) all the 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.

- i. **Inception report**
- ii. **Project Charter**
- iii. **Functional Requirements Document**
- iv. **Workplan**
- v. **User Manual**
- vi. **Testing Scenarios**

9.1 Duration of the Assignment

The total duration of the contract is to extend from the date of commencement of the service as stipulated in the Special Conditions of Contract for a period of Thirty-Six (36) months.

9.2 Work Schedule inform of a Bar chart or a Gantt chart

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

10. OBLIGATION OF KENYA NATIONAL HIGHWAYS AUTHORITY

10.1 Documents and Reports

The Client will supply all pertinent data and information 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 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) All documents and reports pertaining to the consultancy available within the Authority at the Consultant’s request;
- (iv) Staff to participate fully in the process.
- (v) Letters of introduction to other relevant organizations.

11.3 Correspondence

The Client shall ensure that correspondence exchange in respect of the implementation of the exercise is treated promptly by the agency in order to avoid any delay.

11. 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 designing and printing of all reports, drawings, maps, etc.

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 be liable to pay all duties and taxes in connection with this assignment including VAT and other taxes payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

12. PAYMENTS

Payments will be made to the Consultant as lump sum fees according to the following schedule:

- I. 10% of contract value on submission of Initial system documentation that includes
 - a. Inception report
 - b. Project Charter
 - c. Functional Requirements Document
 - d. Workplan
- II. 35 % of contract value on supply, configuration and testing of the Data Analytics Tool
- III. 35 % of contract value on supply, configuration and testing of the Enterprise Risk Management System
- IV. 10% of the contract is valued upon successful joint inspection and acceptance of the Enterprise Risk Management and Data Analytics tool.
- V. 10 % of contract value to be paid yearly at 3.3% per year upon submission and approval of support and maintenance reports.

13. REPORTING LINES

The consultant will work under direct and overall supervision and report to the Deputy Director ICT

14. COPYRIGHT OF THE REPORT

The copyright (ownership) of the reports/documents at the end of the consultancy contract will be vested in the Director General, KeNHA.

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS
CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract Consulting Services for:

Contract No.: _____

Contract Description: _____

Between

_____ *[Name of the Procuring
Entity]*

and

_____ *[Name of the
Consultant]*

Date:

I. FORM OF CONTRACT - LUMP-SUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

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

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

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- b) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- c) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- d) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- e) “Day” means a working day unless indicated otherwise.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) “Foreign Currency” means any currency other than the currency of Kenya.
- i) “GCC” mean these General Conditions of Contract.
- j) “Government” means the government of Kenya.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- m) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- r) “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

- 8.2 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 overcome in the carrying out of its obligations here under.

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

b. No Breach of Contract

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

c. Measures to be taken

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

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

- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for 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 GCC45.1 within 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 GCC27 or GCC28.

e. Payment up on Termination

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

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

C. Obligations of the Consultant

20 General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

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

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21 Conflict of Interests

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

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

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

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

b Consultant and Affiliates Not to Engage in Certain Activities

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

c Prohibition of Conflicting Activities

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

d Strict Duty to Disclose Conflicting Activities

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

22 Confidentiality

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

23 Liability of the Consultant

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

24 Insurance to be taken out by the Consultant

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

25 Accounting, Inspection and Auditing

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

26 Reporting Obligations

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

27 Proprietary Rights of the Procuring Entity in Reports and Records

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

28 Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment,

vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

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

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

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

30 Replacement of Key Experts

- 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

- 31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

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

- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

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

35 Services, Facilities and Property of the Procuring Entity

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

36 Counterpart Personnel

- 36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37 Payment Obligation

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

F. Payments to the Consultant

38 Contract Price

- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment
- 39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

- 40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- 40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
- 40.2.2 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.
- 40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.
- 40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- 40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute

acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

- 41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 40.2.2, 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 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 43.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 44.1 shall apply.

44 Dispute Resolution

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

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p><i>Director (Corporate Services)</i> <i>Kenya National Highways Authority</i> <i>Barabara Plaza, Jomo Kenyatta International Airport (JKIA),</i> <i>Off Airport South Road, along Mazao Road,</i> <i>P.O. Box 49712-00100</i> <u>NAIROBI</u></p> <p><i>Tel: +254 2 84954000/700 423606</i> <i>Fax: +254 2 715483</i> E-mail: dg@kenha.co.ke</p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail : _____</p>
8.1	The Lead Member on behalf of the JV is: _____ <i>[insert name of the member]</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <i>Director (Corporate Services)</i></p> <p>For the Consultant: <i>[name, title]</i>_____</p>
11.1	<p>The effectiveness conditions are the following:</p> <p>The date on which this contract shall come into effect is on being signed by all the parties and commencement given.</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Sixty (60) days <i>(As agreed by parties during the negotiation Meeting)</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 14 days after order to commence.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	<p>Expiration of Contract:</p> <p>Duration of the contract shall be Thirty Six(36) months:</p> <p>The time period for delivery of the services shall be Six (6) Months.</p>
20.1	<p>CARE AND DILIGENCE</p> <p>(a) The Consultant shall exercise all reasonable skill, care and diligence in execution of their duties including any such as may be sub contracted. The Consultant shall not, without prior approval by the Client, authorize any modification of services which may involve extra cost.</p> <p>(b) The Consultant shall take out and maintain full and adequate insurance against claims in respect to injury or death occurring to their employees in the course of their employment in connection with execution of the consulting services.</p> <p>(c) The Consultant shall be liable for the consequence of errors and omissions arising from negligence on their part of their employees of sub –contractor(s) in regard to the performance of their duties under this contract.</p> <p>The liability of the Consultant shall include any damage that may occur to the Client, his employees and third parties. The consultant shall not be liable but for a duration of ten (10) years after the completion of the services outlined in the TOR.</p> <p>The consultant shall take out and maintain full and adequate insurance against claims by the client which may arise under this sub clause.</p>
21.1.3.	<p>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</p> <p>Yes</p>
23.1	<p>DAMAGES FOR DELAY.</p> <p>If the consultant shall fail to fulfil any of the services under the TOR in due time in accordance with approved work programme adopted for undertaking the consultancy services for reasons for which he/she is responsible, the Client shall be entitled to inflict a penalty of one quarter of one percent (0.25%) of the fee on the relevant stage for every week of delay, up to a maximum of ten (10) percent of the fee without prejudice to any other rights of the Client.</p> <p>In addition, the consultant shall not be entitled for additional payment for the period beyond the approved period for delivery of services.</p> <p>The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations:</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>“Limitation of the Consultant’s Liability towards the Procuring Entity:</p> <p>(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:</p> <ul style="list-style-type: none"> (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; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (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.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of the full amount of the Contract sum in Kshs. The validity period of the Professional liability insurance shall cover the contract period and additional Three (3) Months.</p>
25.2	<p>The Consultancy services rendered by the Consultant shall be carried out to the satisfaction of an inspection and acceptance committee following which a contract completion certificate shall be issued and final payment made under clause 40.2 of the Special Specifications. An inspection and acceptance committee shall be constituted after the Consultant has submitted Final and all Stand Alone Reports as specified in the TOR, including all study/contract related database collected and analyzed in the course of the contract.</p>
27.1	<p>The additional rights to the use of the documents are: <i>Not Applicable</i></p>
27.2	<p>The Consultant shall not use these (all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services) for purposes unrelated to this Contract without the prior written approval of the Client.</p>
32.1 (a) through (f)	<p><i>Not Applicable</i></p>
32.1(g)	<p><i>Not Applicable</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> [inclusive] of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be “reimbursed” by the Procuring Entity “to” the Consultant.</p> <p>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.</p>
39.1 and 39.2	<p>The Procuring Entity warrants that</p> <p>the Client 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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity’s country.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
40.2	<p>Payments shall be made according to the following schedule: Payments will be made to the Consultant as lump sum fees according to the following schedule:</p> <ul style="list-style-type: none"> I. 10% of contract value on submission of Initial system documentation that includes <ul style="list-style-type: none"> a. Inception report b. Project Charter c. Functional Requirements Document d. Workplan II. 35 % of contract value on supply, configuration and testing of the Data Analytics Tool III. 35 % of contract value on supply, configuration and testing of the Enterprise Risk Management System IV. 10% of the contract is valued upon successful joint inspection and acceptance of the Enterprise Risk Management and Data Analytics tool. V. 10 % of contract value to be paid yearly at 3.3% per year upon submission and approval of support and maintenance reports. <p>Payments in Kenya Shillings shall be made to the following Account:</p> <p>Account Number: _____</p> <p>Account Name: _____</p> <p>Bank: _____</p> <p>Address: _____</p> <p>Swift code: _____</p>
40.2.4	<p>The accounts are:</p> <p>for local currency:</p>
41.1	<p>The interest rate is:</p> <p>The interest rate is the prevailing Central Bank of Kenya rate, 28 days prior to date of submission</p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>proceedings, either Party may apply to <i>The Chartered Institute of Arbitrators, Kenya Branch</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Chartered Institute of Arbitrators, Kenya Branch</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the 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 <i>The Chartered Institute of Arbitrators, Kenya Branch</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>The Chartered Institute of Arbitrators, Kenya Branch</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Nairobi, Kenya</i>;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(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.</p>

SECTION 9: APPENDICES

APPENDIX A – TERMS OF REFERENCE

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

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

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Procuring Entity shall be added to the Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as Engineer", for which action, pursuant to such civil works contract, the written approval of the Procuring Entity is required.

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

2. [When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:

"The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Entity prior to the Contract's negotiations.

Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC 45.1(d) of this Contract."

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]) *

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in Kenya									

Expressed as percentage of 1

¹ Expressed as percentage of 4

* If more than one currency, add a table

Signature _____ Date _____ Name and Title: _____

APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.]
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and SCC41.2] Bank Guarantee for Advance Payment

Beneficiary: _____ [Bank's Name and Address of Issuing Branch or Office]
[Name and Address of Procuring Entity] Date: _____

ADVANCE PAYMENT GUARANTEE No. _____

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

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

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

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

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

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

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

SECTION 10. NOTIFICATION FORMS

1 NOTIFICATION OF INTENTION TO AWARD

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

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

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

The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

i) Short listed Consultants

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

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

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

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

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

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

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

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

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

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

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

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

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

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

(iv) How to Make a Complaint

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

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

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

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

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

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

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

In summary, there are four essential requirements:

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

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

You must submit the complaint within the deadline stated above.

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

(v) Standstill Period

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

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of _____ [*insert the name of the Procuring*

Entity]: Signature: _____

_____ Name: _____

_____ Title/position: _____

_____ Telephone: _____

_____ Email: _____

2 REQUESTS FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3 LETTER OF AWARD

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

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

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

Authorized Signature:_____ Name and Title of Signatory:____ Name of

Agency:_____

Attachment: Draft Negotiated Contract

4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

- Directly or indirectly holding 25% or more of the shares.*
- Directly or 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 hereby provide the following beneficial ownership information.

Details of beneficial ownership

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

OR

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

OR

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

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

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

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

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

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

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

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

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

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